

Solicitation: 47PJ0020R0066 Phase II  
April 15, 2020

**Design Build Contract for: Building 48 Modernization located at the Denver  
Federal Center in Lakewood, Colorado**

**The Solicitation, Phase 2 – Request for Proposals**

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**Notice to Offerors of Total Small Business Set-**

The General Services Administration (GSA) is setting aside the contract under the following clause found in the Agreement:

52.219-6, Notice of Total Small Business Set Aside

**I. General Information**

**I.A. The Solicitation and Contract**

(1) This Solicitation is set-aside for Small Businesses in accordance with FAR 19. This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the attached Agreement. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

(2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein.

(3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

(4) In consideration for the preparation of a technical proposal including design concept meeting the minimum requirements described herein, GSA will pay a stipend of \$40,000 to Offerors not selected for award of the resulting contract. Offerors that submit incomplete or unacceptable proposals are not eligible for a stipend.

**I.B. List of Phase 2 Solicitation Documents**

The Solicitation Documents are comprised of:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form
- (3) Standard Form (SF) 1442 – Solicitation Offer and Award
- (4) The Agreement and Attachments to the Agreement
- (5) The Statement of Work, Specifications, and Drawing Exhibits
- (6) Phase 2 RFP Documents - Google Drive

**I.C. Authorized Representatives**

The following individuals are designated as the authorized GSA representatives under this Solicitation:

<b>Authorized Representative Information:</b>
<b>Contracting Officer's Information</b>



<b>Authorized Representative Information:</b>
Name: Ms. Len Wilson
Address: W. 6 <sup>th</sup> & Kipling St., Lakewood, CO 80225
Telephone: 303.594.9195
Email: <a href="mailto:len.wilson@gsa.gov">len.wilson@gsa.gov</a>
<b>Alternate POC Information</b>
Name: Mr. John Kelley
Address: 1 Denver Federal Center, Bldg. 41, Lakewood, CO 80225
Telephone: 720.292.8507
Email: <a href="mailto:john.kelley@gsa.gov">john.kelley@gsa.gov</a>

#### **I.D. Pre-Proposal Conference**

Date: N/A
Time: N/A
Location: N/A

#### **I.E Estimated Price Range**

The estimated price range for the Project is between \$35,000,000 to \$50,000,000

#### **I.F. FAR 52.228-1 Bid Guarantee (SEP 96)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
- (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$10,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

**I.G. FAR 52.236-27 Site Visit – Construction (Feb 95)**

(1) The clauses at FAR [52.236-2](#), Differing Site Conditions, and FAR [52.236-3](#), Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors are urged and expected to inspect the site where the work will be performed.

(2) Site visits will be held at the following dates and times:

Date: TBD**
Time: TBD**

\*\*Due to COVID-19 concerns each offeror will have a scheduled independent site visit. A total of no more than 10 people per offeror will be allowed. Social Distancing is highly encouraged along with the present Centers for Disease Control (CDC) guidance for masks which will be required. All questions resulting from the site walk will be submitted electronically to Mr. Dana Coolbroth. If a follow-on visit is necessary for any reason by any of the offerors, a maximum of 2 people will be allowed along with the same protocol for Social Distancing and masks. It is expected that individual site walks will be scheduled the week of April 20<sup>th</sup> but appointments will be confirmed in writing. The due date for all Requests for Information (RFI) resulting from the site visit or any other clarification/question is May 5, 2020 at 4pm local Mountain Time.

(3) Pre-registration is required for all attendees to the pre-proposal Site Visit. The Site Visit shall be limited to not more than four (4) representatives from each Offeror. Offerors shall submit a Visit Authorization Request (VAR) identifying all attendees from their respective team. Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access for the pre-proposal Site Visit. Notification of the location of entry, where attendees are required to meet, and all other requirements for the Site Visit will be issued to the Offerors. Submit the VAR to the point of contact listed below.

For further information about the site visit or access requirements, please contact:

Name: Dana Coolbroth
Address: W. 6 <sup>th</sup> & Kipling St., Lakewood, CO 80225
Telephone: 720.215.5490
Email: <a href="mailto:dana.coolbroth@gsa.gov">dana.coolbroth@gsa.gov</a>

## **I.H. Receipt of Offers**

(1) In order to be considered for award, offers conforming to the requirements of the Solicitation must be received at the following office no later than 4:00 pm local time on the following date and at the following address.

Date: May 15, 2020
Address: Attention John Kelley <a href="mailto:John.kelley@gsa.gov">John.kelley@gsa.gov</a>

(2) The GSA will only accept electronic copies of the proposal to [John.kelley@gsa.gov](mailto:John.kelley@gsa.gov)

## **II. Proposals**

### **II.A. Proposal Contents**

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

1. Price Proposal
2. Phase 2 Proposal
3. Representations and Certifications
4. Standard Form 24, Bid Bond
5. GSA Form 527 – Contractor's Qualification and Financial Information
6. Letter of bondability from surety

### **II.B. Proposal Format**

*Offeror is to submit via email to [John.kelley@gsa.gov](mailto:John.kelley@gsa.gov). One (1) USB flash drive will be requested at a later date.*

### **II.C. Price Proposal**

#### **(1) Contents**

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

#### **(2) Qualifications, Exclusions and Conditions**

If the Offeror communicates in its proposal any qualifications, exclusions, or conditions to the proposed prices not provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further discussions.

#### **(3) Project Labor Agreement**

NA

## **II.D. Technical Proposal**

The Technical Proposal shall include the information requested below for the non-price factors described in Section VI.

- (1) Design Concept
- (2) Key Personnel Qualifications
  - 2A. Experience
  - 2B. Past Performance
- (3) Management Plan

For the non-price factors, factor 1 is more important than either factors 2 and 3, which are equally important. Subfactors 2A. and 2B. are equally important.

### **EVALUATION FACTOR 1: DESIGN CONCEPT**

This factor considers to the adequacy of the Design Concept to, consistent with the need to integrate solutions, (a) support all functional objectives; (b) achieve the innovation, purpose, and vision indicative of a DE project (taking into account the functionality, performance, quality, and architectural design considerations in this factor); and (c) optimize functional interests and support by system expected building performance.

For purposes of this evaluation factor, “Design Excellence” (DE) refers to GSA’s Design Excellence Program which seeks a holistic approach (incorporating expertise in many areas, including but not limited to architecture, engineering, urban design, interior design, sustainability, and construction) that delivers value by producing high quality, high performance facilities on budget and on time. DE further seeks to commission our nation’s most talented constructors, designers, and artists to design and construct federal buildings of outstanding quality and value. These projects are to demonstrate the value of integrated design that balances aesthetics, constructability, functionality, and reliability; create environmentally superior workplaces for federal employees; and give contemporary form and meaning to our democratic values.

*Submittal Requirements:* Offeror should submit the following:

#### **1. Submission of a Final Concept**

Offerors should provide the information and generally follow the format and structure as set forth in Appendix H to the Phase 2 RFP.

#### **2. Functional Objectives Matrix**

A functional objectives matrix is provided as an attachment with the RFP. The Government is seeking design concepts that will optimize functional interests and support by building expected building performance, consistent with the need to integrate solutions

that will support all functional objectives.

The PBS P100 contains both performance-based and prescriptive requirements. A large portion of the standard specifies levels of performance, which allows Offerors to identify and implement the best strategies to meet those goals.

Four levels of performance are defined throughout the P100 in matrices, in which "baseline" performance (plus all prescriptive requirements) is the lowest permissible level. The three higher-performance levels are more rigorous and voluntary. Each project may implement any combination of performance levels, in order to prioritize performance opportunities that stem from climate, site, program, mandates, budget, and other conditions.

The Offeror should identify the attainment of achieving the functional objectives (and required performance tier) as represented by the matrix. This should take the form of a narrative report that, by system, indicates how the proposed design supports expected building performance.

The page limit for this section is **twenty** (including the matrix).

### **3. Betterments**

The Offeror should include a section entitled "Betterments" in their proposal. For purposes of this evaluation factor, a "Betterment" is defined as any element, component or system, which exceeds the minimum performance requirements set forth in the RFP and/or includes the addition of features or amenities that exceed the minimum Program of Requirements.

If Betterments are offered, they should:

- meet or exceed the requirements specified in the RFP;
- enhance the overall quality and performance of the project;
- be clearly identified as Betterments in the proposal;
- be identified by document and page reference to the minimum requirements to be exceeded;
- state the higher performance tier that the Betterment will provide;
- identify any potential conflicts between the Betterment and the minimum requirements; and
- state the anticipated benefit of any such Betterment (e.g., improved functionality).

Any Betterment not specifically identified by the Offeror in this section will not be evaluated. If the Offeror is not providing any Betterment, the Offeror should indicate "None" in this section of its submission.

Consideration will be given to the quality, impact and relative significance of each

Betterment, not just the quantity offered.

The page limit for this section is **twenty**.

The offeror's betterments submitted in response to Factor 1 of the solicitation are considered options under GSAR 552.236-74 and 552.236-77 and for price evaluation under the solicitation.

#### 4. **Design Quality**

The following list identifies characteristics of design that the Government will use to evaluate the probability that the Offeror's Design Concept will achieve the innovation, purpose, and vision indicative of a DE project. Offerors may provide an additional narrative (not to exceed five pages) to provide additional information to explain how the Design Concept provides for Design Quality.

- **Functionality**  
The extent to which the Offeror's Design Concept focuses on organizational and operational needs, adjacencies, efficiency, flexibility, and way finding.
- **Performance**  
The extent to which the Offeror's Design Concept provides due consideration to areas such as energy, water and material efficiency, as well as any other contributing factors.
- **Quality**  
The extent to which the Offeror's Design Concept incorporates the design features and level of finish consistent with a modern office space and other project objectives, while considering best value and ease of maintenance.
- **Architectural Design**  
The extent to which the Offeror's Design Concept considers the use of natural daylight, a new welcoming visitor entryway, new courtyard and other outdoor spaces, and an overall modern, industrial aesthetic.

The Design Concept should at least adequately, consistent with the need to integrate solutions, (a) support all functional objectives; (b) achieve the innovation, purpose, and vision indicative of a DE project (taking into account the functionality, performance, quality, and architectural design considerations in this factor); and (c) optimize functional interests and support by system expected building performance.

Additional favorable consideration may be given for the following:

- The extent to which the quality, impact and relative significance, not just quantity, of each Betterment exceeds the minimum performance requirements and/or includes the addition

of features or amenities that exceed the minimum Program of Requirements.

## EVALUATION FACTOR 2: KEY PERSONNEL QUALIFICATIONS

For this evaluation factor, similar project (SP) or similar projects (SPs) means:

- Construction was substantially completed within **eight years** by the proposed General Contractor as the General Contractor or the proposed A/E as the A/E of record prior to the submission deadline for Phase 1 proposals, and the project included all of the following characteristics:
    - Renovation of an existing building for commercial, public, or institutional use, excluding projects where over 20 percent of the gross square footage of the building is for storage such as, for example, warehouses and airplane hangars;
    - Project area was not less than 80,000 gross square feet; and
- Contract cost was greater than \$25 million.

### EVALUATION FACTOR 2.A: EXPERIENCE OF KEY PERSONNEL

This subfactor considers the experience of the Offeror's key personnel on SPs.

*Submittal Requirements:* Each Offeror should submit data evidencing the Key Personnel's experience as set forth in this evaluation subfactor. This may be provided in any manner that the Offeror chooses and may include, for example, a resume or curriculum vitae. There is a **fifteen (15) page limit** for this evaluation subfactor, including reference information, who may be contacted to confirm information submitted for this subfactor. An Offeror may allocate the pages in any manner it chooses.

Key Personnel is defined as: Principal-In-Charge, Project Manager (construction), Project Manager (design), Construction Superintendent, and Quality Control/Assurance Coordinator.

Each person submitted under this evaluation factor should have worked in the same or similar the Key Personnel position (for which the offeror is proposing the person in the offer) on at least one (1) SP for at least 12 consecutive months. For instance, the person proposed in the offer as the Project Manager should have worked in the capacity as the Project Manager on the SP.

Additional favorable consideration may be given to the extent (assuming each person submitted under this evaluation factor worked in the same or similar the Key Personnel position, for which the offeror is proposing the person in the offer, for at least 12 consecutive months:

- Key personnel who have worked together on the same SP;
- Two or more SPs are received for the person proposed by the Offeror for the Key Personnel position; and
- Key personnel proposed by the Offeror served in the same Key Personnel position from the beginning through completion of the project.

## **EVALUATION FACTOR 2.B: PAST PERFORMANCE OF KEY PERSONNEL**

This subfactor considers the past performance of the Offeror's Key Personnel on SPs submitted for subfactor 2.A.

*Submittal Requirements:* For the person for each Key Personnel, the Offeror should provide reference information for each SP submitted for subfactor 2.A. The reference name and contact information to include phone number, email, and the name of the similar project. The Offeror is responsible to ensure that contact information is current and reliable. The Government will consider information provided by reference as well as other information from other sources when evaluating past performance as well as to confirm information submitted for subfactor 2A. References will be asked to provide feedback in the following areas related to the Key Personnel:

- Stakeholder management,
- Problem solving, and
- Meeting project objectives within the allowable budget.

## **EVALUATION FACTOR 3: MANAGEMENT PLAN**

This factor considers, based on A-C below of this factor, the likelihood of the offeror's management plan to deliver a successful project in accordance with the solicitation.

*Submittal Requirements:* Provide a written narrative (not to exceed 20 pages, inclusive of flowcharts, spreadsheets, diagrams, and any other supporting information) of the offeror's management plan that, considering A-C below, demonstrates at least an adequate likelihood of delivering a successful project in accordance with the solicitation.

- A. *Project Schedule:* Offeror to identify (1) key schedule assumptions, (2) strategy for sequencing the work, in the narrative as well as a schedule Gantt chart; and (3) schedule risks and potential mitigation strategies.
- B. *Staffing Plan:* Offeror's staffing by discipline to accomplish the work described in the solicitation, by discipline, identifying any in-house and subcontracting staffing.
- C. *Management Approach:* Offeror's approach to (1) planning, organizing and controlling the execution of design and construction for the project described in the solicitation; and (2) management techniques to ensure the success and quality of the design and construction of the project.

**PRICE** The price evaluation will be based on the offeror's total evaluated price (adding together base total, options total, and betterments total) for the work (design and construction) to complete the project that is described in the solicitation and for the work to complete the betterments that is described in the offer. The non-price/technical evaluation factors, when combined, are significantly more important than price. Offers with prices that are unreasonable, unrealistic, or unbalanced may be rejected as unacceptable and ineligible for award.



## **II.E. Other Information to Submit with Proposal**

### **(1) Representations and Certifications**

Offerors are reminded their SAM registration status must be “Active”, at the time their offer is submitted, to be considered for award (see 52.204-7). Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via [System for Award Management](#). Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8), using the attached Offeror's Representations and Certifications (C301-SAT).

### **(2) Qualifications of Offerors**

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

## **III. General Provisions**

### **III.A. Availability of Funds**

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

### **III.B. Requests for Clarification or Interpretation**

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but do not warrant that all such requests will be answered within 10 calendar days. Prospective Offerors should make such requests not less than 10 calendar days prior to the date set for receipt of offers.

### **III.C. Notice to Small Business Firms**

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) ([Small Business Administration](#)). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

### **III.D. Information Concerning the Disclosure of Solicitation Results**

This acquisition is being conducted under the provisions of FAR Part 15 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or

the information contained in such offers will be made available until after award except as provided by FAR 15.503.

### **III.E. Affirmative Procurement Program**

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to Clause FAR 52.223-10 encouraging vendors to practice waste reduction.

### **III.F. Notice Concerning Preparation of Proposals**

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, that all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

### **III.G. Bond Requirements**

If a bid guarantee is required to be submitted with your offer, any contract awarded will require a performance bond as specified in the Agreement. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Pledge of Assets.

### **III.H. Contractor Performance Information**

(1) *Evaluating Contractor Performance:* The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is [Contractor Performance Assessment](#)

Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

(2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

(3) *Contractor CPARS Training:* Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site ([CPARS Training](#)) and updated as needed.

(4) *Contractor Representative (CR) Role:* All evaluations will be sent the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not

already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

### **III.I. Safeguarding Documents Designated as Sensitive But Unclassified**

Certain information contained in the Solicitation Documents may have been designated as Sensitive but Unclassified (SBU) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

## **IV. FAR/GSAR Solicitation Provisions**

### **IV.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 98)**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**IV.B. FAR 52.216-1 Type of Contract (APR 84)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

**IV.C. FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 14)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

**IV.D. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

***(Applicable to solicitations resulting in construction contracts in excess of \$10,000.)***

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
13.8%	6.9%

These goals are applicable to all of the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout

the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: *Lakewood, Colorado / Jefferson County*

#### **IV.E.. FAR 52.225-10 Notice of Buy American Requirement—Construction Materials. (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

#### **IV.F. Buy American Exceptions**

For Buy American exceptions, if any, see the applicable Buy American clause in Section IV of the Agreement

#### **IV.G FAR 52.233-2 Service of Protest (SEP 06)**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision “Receipt of Offers” in Section I (General Information).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **IV.H. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

#### [Federal Acquisition Regulation](#)

NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03

NUMBER	TITLE	DATE
52.222-38	Compliance with Veteran's Employment Reporting Requirements	FEB 2016
52.236-28	Preparation of Proposals - Construction	OCT 97

#### **IV.I. GSAR Clause 552.102 Incorporating Provisions and Clauses**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### **IV.J. Additional Provisions**

- (i) **GSAR 552.236-74, Evaluation of Options (Mar 2019)**
- (ii) **GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)**

### **V. Instructions and Clauses**

#### **V.A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (Jan 2017)**

(a) Definitions. As used in this provision.

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show.

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.



(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall.

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**V.B. FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

(a) Definitions. As used in this clause— Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses

covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler

number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items. (End of clause)

***Note: The representation in GSAR 552.204-70 does not need to be completed by the offeror prior to award.***

**V.C. GSAR 552.204-70, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEVIATION I) (AUG 2019)**

(a) *Definitions*. As used in this clause-  
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation*. **[Contractor to complete and submit to the Contracting Officer]** The Offeror or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

#### **V.D. FAR 52.219-14 Limitations on Subcontracting (JAN 2017)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

**V.E. FAR 52.223-21, FOAMS (JUN 2016)**

(a) *Definitions.* As used in this clause—

*Global warming potential* means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

*High global warming potential hydrofluorocarbons* means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

*Hydrofluorocarbons* means compounds that only contain hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

**V.F. FAR 52.222-62, Paid Sick Leave under Executive Order 13706 (JAN 2017)**

*Implements EO 13706 which requires incorporation of new FAR Clause 52.222-62 in all contracts with 52.222-6, Construction Wage Rate Requirements, (\$2,000 threshold), or 52.222-41, Service Contract Labor Standards, (\$2,500 threshold) and performance is in whole or in part in the United States.*

*1) Bilateral Modifications extending the contract when such modifications are individually or cumulatively longer than six months*

2) In IDIQ where the remaining ordering period extends at least six months and the amount of remaining work or number of orders expected is substantial.

## **V.G. Security Requirements**

### **(i) 52.204-24 Representations Regarding Certain Telecommunications and Video Surveillance Services or Equipment**

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that it ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—



(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

#### **V.H. Additional Clauses**

(i) **GSAR Clause 552.211-10, Commencement, Prosecution, and Completion of Work (Mar 2019)**

(ii) **GSAR Clause 552.211-12, Liquidated Damages-Construction (Mar 2019)**

(iii) **GSAR Clause 552.211-13, Time Extensions (Mar 2019)**

(iv) **GSAR Clause 552.211-70, Substantial Completion (Mar 2019)**

(v) **GSAR Clause 552.232-5, Payment Under Fixed Price Construction Contracts (Mar 2019)**

(vi) **GSAR Clause 552.236-6, Superintendence by the Contractor (Mar 2019)**

(vii) **GSAR Clause 552.236-11, Use and Possession Prior to Completion (Mar 2019)**

(viii) **GSAR Clause 552.236-15, Schedules for Construction Contracts Alternate II (Mar 2019)**

(ix) **GSAR Clause 552.236-21, Specifications and Drawings for Construction Alternate I (Mar 2019)**

(x) **GSAR Clause 552.236-70, Authorities and Limitations (Mar 2019)**

(xi) **GSAR Clause 552.236-71, Contractor Responsibilities Alternate I (Mar 2019)**

(xii) **GSAR Clause 552.236-72, Submittals Alternate I (Mar 2019)**

(xiii) **GSAR Clause 552.236-73, Subcontracts (Apr 1984)**

(xiv) **GSAR Clause 552.243-71, Equitable Adjustments (Mar 2019)**

## **VI. Method of Award**

### **VI.A. Evaluation of Offers**

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be most advantageous to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

- (1) Design Concept
- (2) Key Personnel Qualifications
  - 2A. Experience
  - 2B. Past Performance
- (3) Management Plan

For the non-price factors, factor 1 is more important than either factors 2 and 3, which are equally important. Subfactors 2A. and 2B. are equally important.

### **EVALUATION FACTOR 1: DESIGN CONCEPT**

This factor considers to the adequacy of the Design Concept to, consistent with the need to integrate solutions, (a) support all functional objectives; (b) achieve the innovation, purpose, and vision indicative of a DE project (taking into account the functionality, performance, quality, and architectural design considerations in this factor); and (c) optimize functional interests and support by system expected building performance.

For purposes of this evaluation factor, "Design Excellence" (DE) refers to GSA's Design Excellence Program which seeks a holistic approach (incorporating expertise in many areas, including but not limited to architecture, engineering, urban design, interior design, sustainability, and construction) that delivers value by producing high quality, high performance facilities on budget and on time. DE further seeks to commission our nation's most talented constructors, designers, and artists to design and construct federal buildings of outstanding quality and value. These projects are to demonstrate the value of integrated design that balances aesthetics, constructability, functionality, and reliability; create environmentally superior workplaces for federal employees; and give contemporary form and meaning to our democratic values.

*Submittal Requirements:* Offeror should submit the following:

**5. Submission of a Final Concept**

Offerors should provide the information and generally follow the format and structure as set forth in Appendix H to the Phase 2 RFP.

**6. Functional Objectives Matrix**

A functional objectives matrix is provided as an attachment with the RFP. The Government is seeking design concepts that will optimize functional interests and support by building expected building performance, consistent with the need to integrate solutions that will support all functional objectives.

The PBS P100 contains both performance-based and prescriptive requirements. A large portion of the standard specifies levels of performance, which allows Offerors to identify and implement the best strategies to meet those goals.

Four levels of performance are defined throughout the P100 in matrices, in which "baseline" performance (plus all prescriptive requirements) is the lowest permissible level. The three higher-performance levels are more rigorous and voluntary. Each project may implement any combination of performance levels, in order to prioritize performance opportunities that stem from climate, site, program, mandates, budget, and other conditions.

The Offeror should identify the attainment of achieving the functional objectives (and required performance tier) as represented by the matrix. This should take the form of a narrative report that, by system, indicates how the proposed design supports expected building performance.

The page limit for this section is **twenty** (including the matrix).

**7. Betterments**

The Offeror should include a section entitled "Betterments" in their proposal. For purposes of this evaluation factor, a "Betterment" is defined as any element, component or system, which exceeds the minimum performance requirements set forth in the RFP and/or includes the addition of features or amenities that exceed the minimum Program of Requirements.

If Betterments are offered, they should:

- meet or exceed the requirements specified in the RFP;
- enhance the overall quality and performance of the project;
- be clearly identified as Betterments in the proposal;
- be identified by document and page reference to the minimum requirements to be exceeded;
- state the higher performance tier that the Betterment will provide;
- identify any potential conflicts between the Betterment and the minimum requirements; and

- state the anticipated benefit of any such Betterment (e.g., improved functionality).

Any Betterment not specifically identified by the Offeror in this section will not be evaluated. If the Offeror is not providing any Betterment, the Offeror should indicate “None” in this section of its submission.

Consideration will be given to the quality, impact and relative significance of each Betterment, not just the quantity offered.

The page limit for this section is **twenty**.

## 8. **Design Quality**

The following list identifies characteristics of design that the Government will use to evaluate the probability that the Offeror’s Design Concept will achieve the innovation, purpose, and vision indicative of a DE project. Offerors may provide an additional narrative (not to exceed five pages) to provide additional information to explain how the Design Concept provides for Design Quality.

- **Functionality**  
The extent to which the Offeror’s Design Concept focuses on organizational and operational needs, adjacencies, efficiency, flexibility, and way finding.
- **Performance**  
The extent to which the Offeror’s Design Concept provides due consideration to areas such as energy, water and material efficiency, as well as any other contributing factors.
- **Quality**  
The extent to which the Offeror’s Design Concept incorporates the design features and level of finish consistent with a modern office space and other project objectives, while considering best value and ease of maintenance.
- **Architectural Design**  
The extent to which the Offeror’s Design Concept considers the use of natural daylight, a new welcoming visitor entryway, new courtyard and other outdoor spaces, and an overall modern, industrial aesthetic.

The Design Concept should at least adequately, consistent with the need to integrate solutions, (a) support all functional objectives; (b) achieve the innovation, purpose, and vision indicative of a DE project (taking into account the functionality, performance, quality, and architectural design considerations in this factor); and (c) optimize functional interests and support by system expected building performance.

Additional favorable consideration may be given for the following:

- The extent to which the quality, impact and relative significance, not just quantity, of each Betterment exceeds the minimum performance requirements and/or includes the addition of features or amenities that exceed the minimum Program of Requirements.

## EVALUATION FACTOR 2: KEY PERSONNEL QUALIFICATIONS

For this evaluation factor, similar project (SP) or similar projects (SPs) means:

- Construction was substantially completed within **eight years** by the proposed General Contractor as the General Contractor or the proposed A/E as the A/E of record prior to the submission deadline for Phase 1 proposals, and the project included all of the following characteristics:
  - Renovation of an existing building for commercial, public, or institutional use, excluding projects where over 20 percent of the gross square footage of the building is for storage such as, for example, warehouses and airplane hangars;
  - Project area was not less than 80,000 gross square feet; and Contract cost was greater than \$25 million.

### EVALUATION SUBFACTOR 2.A: EXPERIENCE OF KEY PERSONNEL

This subfactor considers the experience of the Offeror's key personnel on SPs.

*Submittal Requirements:* Each Offeror should submit data evidencing the Key Personnel's experience as set forth in this evaluation subfactor. This may be provided in any manner that the Offeror chooses and may include, for example, a resume or curriculum vitae. There is a **fifteen (15) page limit** for this evaluation subfactor, including reference information, who may be contacted to confirm information submitted for this subfactor. An Offeror may allocate the pages in any manner it chooses.

Key Personnel is defined as: Principal-In-Charge, Project Manager (construction), Project Manager (design), Construction Superintendent, and Quality Control/Assurance Coordinator.

Each person submitted under this evaluation factor should have worked in the same or similar the Key Personnel position (for which the offeror is proposing the person in the offer) on at least one (1) SP for at least 12 consecutive months. For instance, the person proposed in the offer as the Project Manager should have worked in the capacity as the Project Manager on the SP.

Additional favorable consideration may be given to the extent (assuming each person submitted under this evaluation factor worked in the same or similar the Key Personnel position, for which the offeror is proposing the person in the offer, for at least 12 consecutive months:

- Key personnel who have worked together on the same SP;
- Two or more SPs are received for the person proposed by the Offeror for the Key Personnel

- position; and
- Key personnel proposed by the Offeror served in the same Key Personnel position from the beginning through completion of the project.

## **EVALUATION SUBFACTOR 2.B: PAST PERFORMANCE OF KEY PERSONNEL**

This subfactor considers the past performance of the Offeror's Key Personnel on SPs submitted for subfactor 2.A.

*Submittal Requirements:* For the person for each Key Personnel, the Offeror should provide reference information for each SP submitted for subfactor 2.A. The reference name and contact information to include phone number, email, and the name of the similar project. The Offeror is responsible to ensure that contact information is current and reliable. The Government will consider information provided by reference as well as other information from other sources when evaluating past performance as well as to confirm information submitted for subfactor 2A. References will be asked to provide feedback in the following areas related to the Key Personnel:

- Stakeholder management,
- Problem solving, and
- Meeting project objectives within the allowable budget.

## **EVALUATION FACTOR 3: MANAGEMENT PLAN**

This factor considers, based on A-C below of this factor, the likelihood of the offeror's management plan to deliver a successful project in accordance with the solicitation.

*Submittal Requirements:* Provide a written narrative (not to exceed 20 pages, inclusive of flowcharts, spreadsheets, diagrams, and any other supporting information) of the offeror's management plan that, considering A-C below, demonstrates at least an adequate likelihood of delivering a successful project in accordance with the solicitation.

*A. Project Schedule:* Offeror to identify (1) key schedule assumptions, (2) strategy for sequencing the work, in the narrative as well as a schedule Gantt chart; and (3) schedule risks and potential mitigation strategies.

*B. Staffing Plan:* Offeror's staffing by discipline to accomplish the work described in the solicitation, by discipline, identifying any in-house and subcontracting staffing.

*C. Management Approach:* Offeror's approach to (1) planning, organizing and controlling the execution of design and construction for the project described in the solicitation; and (2) management techniques to ensure the success and quality of the design and construction of the project.

**PRICE** The price evaluation will be based on the offeror's total evaluated price (adding together base total, options total, and betterments total) for the work (design and construction) to complete the project that is described in the solicitation and for the work to complete the betterments that is described in the

offer. The non-price/technical evaluation factors, when combined, are significantly more important than price. Offers with prices that are unreasonable, unrealistic, or unbalanced may be rejected as unacceptable and ineligible for award.

**VI.B. Determination of Responsibility**

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer.

**VI.C. Total Evaluated Price**

The Government will evaluate offers for award purposes by adding the total price for the work (design and construction), including the base, the options, and the betterments. Evaluation of options and betterments will not obligate the Government to exercise the options or the betterments. Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, using the CSI Masterformat, and adding together total base, total options, and total betterments.

**Design Build Contract for: Building 48 Modernization located at the Denver  
Federal Center in Lakewood, Colorado**

**Sample Agreement – April 15, 2020**



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## **I. Project Information**

### **I.A. Project Summary**

This project is for the design and construction of taking an existing warehouse and converting into a modern office space.

Continuing a legacy of outstanding public architecture that was initiated with the founding of the nation, the General Services Administration (GSA) Public Buildings Service (PBS) seeks to commission our nation's most talented architects, landscape architects, interior designers, engineers, and construction professionals to design and construct federal buildings of outstanding quality and value. These projects are to demonstrate the value of true integrated design that balances aesthetics, cost, functionality, constructability, durability, and reliability; create environmentally responsible and superior workplaces for civilian Federal employees; and give contemporary form and meaning to our democratic values.

In this context, GSA announces an opportunity for Design and Construction Excellence in public architecture for performance of Architectural Engineering Design and Construction services in accordance with GSA quality standards and requirements. GSA intends to issue a Request for Qualifications (RFQ) for a Design Build (DB) contract for the existing Building 48 on the Denver

Federal Center. This acquisition encompasses the design and construction needed to convert an existing vacant warehouse building into the offices and related space as required by GSA and the Interior Business Center (IBC). GSA is planning the relocation of IBC employees from leased space into Building 48, who will be the sole tenant. Data around how each directorate works, will be presented when the RFP is released which are the result of a project development study performed by GSA prior to the release of this RFP. The design build scope of work includes all labor, materials, design, engineering, construction, commissioning, and other related services necessary to support the modernization of Building 48 and conversion to modern office space.

The total space of the building consists of approximately 154,000 gross square feet, all of which is currently vacant. The estimated total design/build cost is between \$35,000,000 and \$50,000,000. The modernization project will support the roughly 800 incoming IBC employees to be relocated from approximately 195,000 gross square feet of leased office space. Building 48 was previously occupied by the National Archives and Records Administration (NARA), for use primarily as a warehouse with a small office component. The building was vacated by NARA in 2013 and has remained unoccupied since. The scope of the modernization project will consist of the installation or replacement of all major systems, such as mechanical, electrical, plumbing, and communications, as well as structural enhancements and roofing replacement as identified in the program development study. The project will maximize opportunities for natural daylight into the resulting space, utilizing existing and introducing new building penetrations. The tenant finish will support an open office layout, incorporating elements of the existing warehouse into the architectural design. The main entry of the building will be relocated and modernized. Additionally, exterior to the building is roughly 200,000 square feet of ware yard, including four small satellite buildings which as a part of this acquisition will be cleared and replaced with a new parking lot to support incoming IBC personnel. Outdoor spaces will be designed and constructed at the building exterior to enhance the landscape architecture and

for use by the tenant agency. The scope of Design Build Services may include, but not limited to, the following: design/construction documents and construction work, which consists of providing all labor, equipment, and materials for a complete buildout.

### **I.B. The Contract**

The Contract consists of the SF1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

### **I.C. Period of Performance**

(1) *Commencement.* The Contractor shall commence performance of the Work within 10 days after the Contractor receives the Notice to Proceed (NTP).

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 1034 calendar days from issuance of Notice to Proceed (NTP).

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 60 calendar days of Substantial Completion.

### **I.D. Work Conditions/Site Requirements**

### **I.E. Authorized Representatives**

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

<b>Authorized Representative Information:</b>	
Contracting Officer's Information	
Name:	Ms. Len Wilson
Address:	W. 6 <sup>th</sup> & Kipling St., Lakewood, CO 80225

Authorized Representative Information:
Telephone: 303.594.9195
Email: <a href="mailto:len.wilson@gsa.gov">len.wilson@gsa.gov</a>

(2) For the applicable authorities and limitations see Section IV of this Agreement, GSAR 552.236-70.

#### **I.F. Contract Liquidated Damages Rate**

In accordance GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of \$14,183.29 per calendar day.

#### **I.G. Buy American Exceptions**

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement.

#### **I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments**

The following documents are incorporated by reference into this Contract.

- (1) Statement of Work for GSA Contract No. XXXXXX, Dated X
- (2) Specifications for GSA Contract No. XXXXXX, Dated X
- (3) Construction Drawings for GSA Contract No. XXXXXX, Dated X
- (4) Site Conditions Report by XXXXX, Dated X
- (5) Wage Determination XXXX, Dated X
- (6) 47PJ0020R0066 Bid Worksheet, Dated X

## **II. Prices**

### **II.A. Basis of Pricing**

(1) *Contract Prices.* All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) *Knowledge of Conditions Affecting Price.* FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) *Unit Prices and Allowances.* If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is

established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

## **II.B. Contract Price Form**

The contractor is to fill in the document titled "47PJ0020R0066 Bid Worksheet".

## **III. Terms and Conditions**

### **III.A. Commencement, Prosecution, and Completion of Work**

FAR 52.211-10, Commencement, Prosecution, and Completion of Work and GSAR 552.211-10, Commencement, Prosecution and Completion of Work is supplemented as follows:

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in GSAR 552.211-70 Substantial Completion (Mar 2019) and the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

### **III.B. Contractor Responsibilities**

GSAR 552.236-71, Contractor Responsibilities is located in Section IV.A. of this Agreement and is supplemented as follows:

(1) The Contractor shall secure and pay for all necessary permits and governmental fees, licenses, and inspections that are customarily secured after award of the Contract and that are legally required at the time of award. The Contractor shall provide a copy of the permits required for execution of the work to the Contracting Officer prior to commencement of any related work.

### **III.C. Submittals**

FAR 52.236-21, Specifications and Drawings for Construction, GSAR 552.236-73, Submittals located in Section IV.A. of the Agreement is supplemented as follows:

(1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, GSA Form 184 (associated 184A and 184B as necessary), and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract.

### **III.D. Finality of Contract Modifications**

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled,

and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

### **III.E. Liquidated Damages**

The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work in accordance with FAR 52.211-12, Liquidated Damages and GSAR 552.211-12, Liquidated Damages and the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

### **III.F. Insurance Requirements**

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

(2) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

### **III.G. Order of Precedence**

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

- (1) Section IV of the Agreement
- (2) Sections I, II, and III of the Agreement
- (3) The Statement of Work
- (4) The Specifications
- (5) The Drawings

### **III.H. Administrative Matters**

(1) *Project Meetings.* The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented by GSAR 552.232-5 Payments under Fixed-Price Construction Contracts located in Section IV.A. of this Agreement. In accordance with the relevant FAR and GSAR clauses, GSA requires the following data be included with each invoice:

(a) Invoices shall be submitted in an original and two (2) copies to the designated billing office specified in this Contract or in individual delivery/work orders.

(b) Invoices must include the Account Document Number (ADN) assigned at award.

(c) The Contractor shall submit the following information or documentation with each invoice:

(i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only), including the updated Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

(iii) The payment terms that apply for the particular services rendered

(iv) Updated project schedule that complies with the Contract Documents

(v) Additional documentation:

(3) *Prompt Payment.* In accordance with FAR clause 52.232-27, the period for payments is as follows:

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

(4) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at [Office of the Chief Financial Officer](#). The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(5) *Security Clearances.* Contractor shall comply with the following requirements pertaining to security clearances.

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at [GSA Access Card](#). USAccess Credentialing Centers can be located at [US Access Centers](#).

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.



(6) *Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information.* This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

(a) Marking SBU. Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

(b) Authorized recipients.

(i) Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at [www.sam.gov](http://www.sam.gov) and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

(ii) All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

c. Dissemination of SBU building information:

(i) By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.

(ii) By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents, among other formats.

1) By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

2) In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.

d. Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3)

contact information for the named individual; and (4) a description of the SBU building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

e. Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.

f. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

g. Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.

h. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at <insert address and contact information> . If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

i. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

### **III.I. Non-Compliance with Contract Requirements**

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

### **III.J. Safeguarding Sensitive Data and Information Technology Resources**

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors,

subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed. These policies can be found at [Directives Library](#).

1. CIO P 2100.1K GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3C Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A CIO CHGE 1 GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 C CHGE 1 GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4A Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO 2102 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

### **III.K. Additional Terms and Conditions None**

## **IV. Contract Clauses**

### **IV.A. Clauses Incorporated in Full Text**

(1) FAR 52.222-99 Establishing a Minimum Wage for Contractor (JUL 2014) (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual

determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(2) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at [BioPreferred](#).

(c) In the performance of this contract, the Contractor shall—

(1) Report to [System Award Management](#), with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

(3) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(4) GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at [HSP12](#), if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(5) GSAR 552.211-10 Commencement, Prosecution and Completion of Work (MAR 2019)

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

(a) The Contractor shall not commence work until the Contracting Officer issues a notice to proceed.

(b) Notwithstanding paragraph (a) above, the Contractor must submit any required safety plans before commencing any construction work.

(c) The Contractor shall diligently prosecute the work so as to achieve substantial completion of the work within the time specified in the contract. If the contract specifies different completion dates for different phases or portions of the work, the Contractor shall diligently prosecute the work so as to achieve substantial completion of such phases or portions of the work within the times specified.

(6) GSAR 552.211-12 Liquidated Damages-Construction (MAR 2019)

FAR 52.211-12, Liquidated Damages-Construction, is supplemented as follows:

(a) If the Contractor fails to achieve substantial completion of the work within the time specified in the contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified for each calendar day following the required completion date that the work is not substantially complete.

(b) If the contract requires different completion dates for different phases or portions of the work, the Contractor shall be liable for liquidated damages at the specified rate for

each calendar day following the required completion date that the phase or portion of work is not substantially complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the work.

(c) If the Government elects to accept any portion of the work not specifically designated as a phase or portion of work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

(7) GSAR 52.211-13 Time Extensions (MAR 2019)

FAR 52.211-13, Time Extensions, is supplemented as follows:

- (a) If the Contractor requests an extension of the time for substantial completion, the Contractor shall base its request on an analysis of time impact using the project schedule as its baseline, and shall propose as a new substantial completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.
- (b) The Contractor shall only be entitled to an extension of time to the extent that:
  - (1) Substantial completion of the work is delayed by causes for which the Contractor is not responsible under this contract, and
  - (2) The actual or projected substantial completion date is later than the date required by this contract for substantial completion.
- (c) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the project schedule in accordance with the contract.
- (d) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

(8) GSAR 52.211-70 Substantial Completion (MAR 2019)

(a) *General.*

- (1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages-Construction, the work shall be deemed complete when it is "substantially complete."
- (2) There may be different completion dates required for different phases or portions of the work, as established in the contract. However, the work shall be deemed "substantially complete" if and only if the Contractor has completed the work and related contract obligations in accordance with the contract documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work.
- (3) In no event shall the work be deemed "substantially complete" if all fire and life safety systems are not tested and accepted by the authority having jurisdiction, where such acceptance is required under the contract.
- (4) Unless otherwise specifically noted, or otherwise clear from context, all references in the contract to "acceptance" shall refer to issuance of a written determination of substantial completion by the Contracting Officer.

(b) *Notice of Substantial Completion.*

(1) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a substantial completion date.

(2) If the Contracting Officer takes exception to the notice of substantial completion, the Contractor shall be entitled to a written notice of conditions precluding determination of substantial completion. The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than 30 calendar days after receipt of the notice of substantial completion.

(c) *Acceptance of Substantial Completion.*

(1) The Contracting Officer shall conduct inspections and make a determination of substantial completion within a reasonable time.

(2) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the work is substantially complete.

(d) *Contract Completion.*

(1) The Contract is complete if and only if the Contractor has completed all work and related contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(2) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after contract completion. If the Contractor does not achieve contract completion within the time required by this contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

(9) GSAR 552.232-5 Payments Under Fixed-Price Construction Contracts (Mar 2019)

FAR 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

(a) Before submitting a request for payment, the Contractor shall, unless directed otherwise by the Contracting Officer, attend pre-invoice payment meetings, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings will be conducted and may be in person. The Contractor shall provide documentation to support the prospective payment request.

(b) The Contractor shall submit its invoices to the Contracting Officer, unless directed otherwise by the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.

(c) The Contractor shall use GSA Form 2419 *Certification of Progress Payments Under Fixed-Price Construction Contracts* to provide the certification required under FAR 52.232-5(c).

(d) The Contractor shall use GSA Form 1142 *Release of Claims* to provide the certification required under FAR 52.232-5(h).

(e) If an invoice does not meet the requirements of FAR 52.232-27 and GSAM 552.232-27, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

(f) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to the contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts.

(10) GSAR 552.236-6 Superintendence by the Contractor (MAR 2019)

The requirements, of the clause entitled "Superintendence by the Contractor" at FAR 52.236-6, are supplemented as follows:

(a) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the contract. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the project for the life of the contract.

(b) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the contract. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.

(c) The Contractor shall be responsible for coordinating all activities of subcontractors, including all of the following activities —

- (1) Preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere; and
- (2) Scheduling of work by subcontractors; and
- (3) Installation of work by subcontractors; and
- (4) Use of the project site for staging and logistics.

(d) Repeated failure or excessive delay to meet the superintendence requirements by the Contractor may be deemed a default for the purposes of the termination for default clause.

(11) GSAR 552.236-11 Use and Possession Prior to Completion (MAR 2019)

Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished components of the work.

(12) GSAR 552.236-15 Schedules for Construction Contracts Alternate I (MAR 2019)

The requirements, of the clause entitled "Schedules for Construction Contracts" at FAR 52.236-15, are supplemented as follows:

(a) Purpose. The project schedule shall be a rational, reasonable, and realistic plan for completing the work, and conform to the requirements specified in this clause and elsewhere in the contract. The Contractor understands and acknowledges that the preparation and proper management of the project schedule is a material component of the contract.

(b) Use of the schedule. The Contracting Officer shall be entitled, but not required, to rely upon the project schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time, and determine the criticality or float of any activities described in such project schedule.

(c) Submission. Prior to notice to proceed, or such other time as may be specified in the contract, the Contractor shall submit the project schedule.



(d) Milestones. The project schedule shall incorporate milestone events specified in the contract, including, as applicable, notice to proceed, substantial completion, and milestones related to specified work phases and site restrictions. The project schedule shall also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work.

(e) Activities. The project schedule shall depict all major activities necessary to complete the work.

(f) Schedule of values.

(1) The Contractor shall prepare and submit for approval a cost breakdown of the Contract price, to be referred to as the "schedule of values", assigning values to each major activity necessary to complete the work.

(2) Values must include all direct and indirect costs, although a separate value for bond costs may be established.

(3) The schedule of values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment

(g) Conflicting terms.

(1) If at any time the Contracting Officer finds that the project schedule does not comply with any contract requirement, the Contracting Officer will provide written notice to the Contractor.

(2) Within 30 calendar days of written notice, or such other time as may be specified, from the Contracting Officer, the Contractor shall take one of the following actions—

(i) revise the project schedule;

(ii) adjust activity progress; or

(iii) provide sufficient information demonstrating compliance.

(3) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the project schedule, the Contracting Officer may—

(i) withhold retainage until the project is substantially complete or until such time as the Contractor has complied with project schedule requirements; or

(ii) terminate the contract for default.

(h) Revisions to the schedule. If the Contractor revises the project schedule after initial approved submission, the Contractor shall provide in writing a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date and the available float for all activities. The addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

(i) Updates. Unless a different period for updates is specified elsewhere, the Contractor shall update the project schedule weekly to reflect actual progress in completing the work, and submit the updated project schedule by the following Monday.

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(c) Submission. Within 30 calendar days of notice to proceed, or such other time as may be specified in the contract, the Contractor shall submit the project schedule, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the project schedule.

(e) Activities.

(1) The Contractor shall use a critical path method project schedule to plan, coordinate, and perform the work.

(2) The project schedule shall depict all activities necessary to complete the work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punchlist.

(3) Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the work, effective evaluation of the reasonableness and realism of the project schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(4) Activity durations shall be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the work. All logic shall validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the project schedule, each activity shall have at least one predecessor and one successor relationship to form a logically connected network plan from notice to proceed to the contract completion date.

(h) Revisions to the schedule.

(1) The Contractor should anticipate that the initial submittal of the project schedule will be subject to review and may require revision. The Contractor shall devote sufficient resources for meetings, revisions, and resubmissions of the project schedule to address any exceptions taken to the initial submittal. The Contractor understands and acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the project schedule for contract performance.

(2) If the Contractor revises the project schedule after initial approved submission, the Contractor shall provide in writing a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date and the available float for all activities. The addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

(i) Updates.

Unless a different period for updates is specified elsewhere, the Contractor shall update the project schedule monthly to reflect actual progress in completing the work, and submit the updated project schedule within 5 working days of the end of each month.

(13) GSAR 552.236-21 Specifications and Drawings for Construction Alternate I (MAR 2019)

The requirements of the clause entitled "Specifications and Drawings for Construction" at FAR 52.236-21, are supplemented as follows:

(a) In case of difference between small and large-scale drawings, the large-scale drawings shall govern.

(b) Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing.

(c) On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(d) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

(e) Standard details or specification drawings are applicable when listed, bound with the specifications, noted on the drawings, or referenced elsewhere in the specifications.

- (1) Where notes on the specification drawings indicate alterations, such alterations shall govern.
- (2) In case of difference between standard details or specification drawings and the specifications, the specifications shall govern.
- (3) In case of difference between the standard details or specification drawings and the drawings prepared specifically for this contract, the drawings prepared specifically for this contract shall govern.
- (f) Different requirements within the contract documents shall be deemed inconsistent only if compliance with both cannot be achieved.
- (g) Unless otherwise noted, the drawings shall be interpreted to provide for a complete construction, assembly, or installation of the work, without regard to the detail with which material components are shown in the drawings.

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- (h) For the purposes of this clause, specifications and drawings refer only to those included among the contract documents, and not to those produced by the Contractor pursuant to its responsibilities under the contract.
- (14) GSAR 552.236-71 Contractor Responsibilities Alternate I (MAR 2019)
- (a) The Contractor shall be responsible for compliance with applicable codes, standards and regulations pertaining to the health and safety of personnel during performance of the contract.
  - (b) Unless expressly stated otherwise in the contract, the Contractor shall be responsible for all means and methods employed in the performance of the contract.
  - (c) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the contract documents discovered by or made known to the Contractor during the performance of the contract.
  - (d) The Contractor shall be responsible for providing professional design services in connection with performance of the work or portions of the work only if this responsibility is expressly stated in the contract, and the contract documents provide the performance and design criteria that such services will be required to satisfy. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under the contract.
  - (e) Where installation of separate work components as shown in the contract will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.
  - (f) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the contract, the Contractor is responsible for routing, dimensioning, and locating such

work in coordination with other work or existing conditions in a manner consistent with contract requirements

- (g) It is not the Contractor's responsibility to ensure that the contract documents comply with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the contract documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

(d) The Contractor shall be responsible for providing professional design services unless this responsibility is expressly excluded from the contract. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under the contract.

(e) The Contractor's responsibilities include the responsibilities of the Architect-Engineer Contractor, as specified in FAR 52.236-23.

(f) The Contractor shall include in all subcontracts that require professional design services express terms establishing GSA as a third party beneficiary. No other person shall be deemed a third party beneficiary of the contract.

(g) The Contractor shall determine whether the information contained in the contract documents complies with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the contract documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.]

(15) GSAR 552.236-72 Submittals Alternate I (MAR 2019)

(a) The Contractor shall prepare and submit all submittals as specified in the contract or requested by the Contracting Officer.

(1) Submittals may include: safety plans, schedules, shop drawings, coordination drawings, samples, calculations, product information, or mockups.

(2) Shop drawings may include fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.

(b) Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, submittals shall be submitted to the Contracting Officer.

(c) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to substantial completion as may be indicated in the project schedule.

(d) Review of submittals will be general and shall not be construed as permitting any departure from the contract requirements.

(e) The Contractor shall not proceed with construction work or procure products or materials described or shown in submittals until the submittal is reviewed. Any work or activity undertaken prior to review shall be at the Contractor's risk. Should the Contracting Officer subsequently determine that the work or activity does not comply with the contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been reviewed. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

(f) The Contractor shall identify, in writing, all deviations or changes in resubmitted submittals. In the absence of such written notice, review of a resubmission shall not include or apply to such deviations or changes.

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(g) The Contractor shall submit design documents for review in accordance with PBS-P100. The Government shall review submittals for the limited purpose of verifying that the documents conform to the design criteria expressed in the contract documents.]

#### **(16) GSAR 52.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (SEP 99)**

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

#### **17. FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

(a) Definitions. As used in this clause— Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)



18. GSAR 552.204-70, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEVIATION I) (AUG 2019)

(a) *Definitions.* As used in this clause-  
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* **[Contractor to complete and submit to the Contracting Officer]** The Offeror or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

## 19. Buy American Requirements

### **52.225-1 Buy American-Supplies (May 2014)**

(a) *Definitions.* As used in this clause-

*Commercially available off-the-shelf (COTS) item-*

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C.40102(4), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into an end product.

*Cost of components* means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

*Domestic end product* means-

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

*End product* means those articles, materials, and supplies to be acquired under the contract for public use.

*Foreign end product* means an end product other than a domestic end product.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

### **52.225-2 Buy American Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

### *52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act.*

As prescribed in 25.1101(b)(1)(i), insert the following clause:

Buy American-Free Trade Agreements-Israeli Trade Act (May 2014)

(a) *Definitions.* As used in this clause-

*Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product* means an article that-

(1) Is wholly the growth, product, or manufacture of Bahrain, Morocco, Oman, Panama, or Peru; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Morocco, Oman, Panama, or Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

*Commercially available off-the-shelf (COTS) item-*

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into an end product.

*Cost of components* means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

*Domestic end product* means-

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

*End product* means those articles, materials, and supplies to be acquired under the contract for public use.

*Foreign end product* means an end product other than a domestic end product.

*Free Trade Agreement country* means Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras,

Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore.

*Free Trade Agreement country end product* means an article that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

*Israeli end product* means an article that-

- (1) Is wholly the growth, product, or manufacture of Israel; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) *Components of foreign origin.* Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(c) *Delivery of end products.* 41 U.S.C. chapter 83, Buy American statute, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)). In addition, the Contracting Officer has determined that FTAs (except the Bahrain, Morocco, Oman, Panama, and Peru FTAs) and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American-Free Trade Agreements-Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply a Free Trade Agreement country end product (other than a Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product) or an Israeli end product, then the Contractor shall supply a Free Trade Agreement country end product (other than a Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product), an Israeli end product or, at the Contractor's option, a domestic end product.  
(End of clause)

*Alternate I (May 2014).* As prescribed in 25.1101(b)(1)(ii), add the following definition to paragraph (a) of the basic clause, and substitute the following paragraph (c) for paragraph (c) of the basic clause:

*Canadian end product* means an article that-

Is wholly the growth, product, or manufacture of Canada; or

In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(c) *Delivery of end products.* 41 U.S.C. chapter 83 provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)). In addition, the Contracting Officer has determined that NAFTA applies to this acquisition. Unless otherwise specified, NAFTA applies to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American-Free Trade Agreements-Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply a Canadian end product, then the Contractor shall supply a Canadian end product or, at the Contractor's option, a domestic end product.

*Alternate II (May 2014).* As prescribed in 25.1101(b)(1)(iii), add the following definition to paragraph (a) of the basic clause, and substitute the following paragraph (c) for paragraph (c) of the basic clause:

*Canadian end product* means an article that-

Is wholly the growth, product, or manufacture of Canada; or

In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(c) *Delivery of end products.* 41 U.S.C. chapter 83 provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)). In addition, the Contracting Officer has determined that NAFTA and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American—Free Trade Agreements—Israeli Trade Act." If the Contractor specified in its offer that the Contractor would supply a Canadian end product or an Israeli end product, then the Contractor shall supply a Canadian end product, an Israeli end product or, at the Contractor's option, a domestic end product

*Alternate III (May 2014).* As prescribed in 25.1101(b)(1)(iv), delete the definition of “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product” and add in its place the following definition of “Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end product” in paragraph (a) of the basic clause; and substitute the following paragraph (c) for paragraph (c) of the basic clause:

*Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end product* means an article that-

- (1) Is wholly the growth, product, or manufacture of Bahrain, Korea (Republic of), Morocco, Oman, Panama, or Peru; or
  - (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Korea (Republic of), Morocco, Oman, Panama, or Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.
- (c) *Delivery of end products.* 41 U.S.C. chapter 83 provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)). In addition, the Contracting Officer has determined that FTAs (except the Bahrain, Korea (Republic of), Morocco, Oman, Panama, and Peru FTAs) and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled “Buy American-Free Trade Agreements-Israeli Trade Act Certificate.” If the Contractor specified in its offer that the Contractor would supply a Free Trade Agreement country end product (other than a Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end product) or an Israeli end product, then the Contractor shall supply a Free Trade Agreement country end product (other than a Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end product), an Israeli end product or, at the Contractor’s option, a domestic end product.

#### **52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.”

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.  
(End of provision)

*Alternate I (May 2014).* As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

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[List as necessary]

*Alternate II (May2014).* As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

*Alternate III( May2014).* As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

### *52.225-5 Trade Agreements.*

As prescribed in 25.1101(c)(1), insert the following clause:

Trade Agreements (Oct 2019)

(a) *Definitions.* As used in this clause-

*Caribbean Basin country end product—*

(1) Means an article that-

(i)

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (*i.e.*, Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <https://usitc.gov/tata/hts/index.htm>. In particular, see the following:

(1) General Note3(c), Products Eligible for Special Tariff treatment.

(2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

*Designated country* means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)”), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

*Designated country end product* means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

*End product* means those articles, materials, and supplies to be acquired under the contract for public use.

*Free Trade Agreement country end product* means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

*Least developed country end product* means an article that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

*United States* means the 50 States, the District of Columbia, and outlying areas.

*U.S.-made end product* means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name,

character, or use distinct from that of the article or articles from which it was transformed.

*WTO GPA country end product* means an article that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) *Delivery of end products.* The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

(End of clause)

#### **52.225-6 Trade Agreements Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

#### **52.225-9 Buy American-Construction Materials (May 2014)**

(a) *Definitions.* As used in this clause-

*Commercially available off-the-shelf (COTS) item-*

- (1) Means any item of supply (including construction material) that is-
- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components means-*

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Domestic construction material means-*

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if-
- (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison				
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*	
<i>Item 1:</i>				
Foreign construction material	_____	_____	_____	
Domestic construction material	_____	_____	_____	

Item2:	_____	_____	_____	
Foreign construction material	_____	_____	_____	
Domestic construction material				

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

## 52.225-10 Notice of Buy American Requirement-Construction Materials (May 2014)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American-Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

### **52.225-11 Buy American-Construction Materials under Trade Agreements (Oct 2019)**

(a) *Definitions.* As used in this clause-

*Caribbean Basin country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

*Commercially available off-the-shelf (COTS) item-*

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C.40102(4), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into a construction material.

*Construction material* means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components* means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition,



plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Designated country* means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

*Domestic construction material* means-

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if-
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

*Free Trade Agreement country construction material* means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

*Least developed country construction material* means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

*United States* means the 50 States, the District of Columbia, and outlying areas.

*WTO GPA country construction material* means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
  - (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.
- (b) Construction materials.
- (1) This clause implements 41 U.S.C. chapter 83, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None
- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute.
- (1)
- (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
    - (A) A description of the foreign and domestic construction materials;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Price;
    - (E) Time of delivery or availability;
    - (F) Location of the construction project;
    - (G) Name and address of the proposed supplier; and
    - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
  - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have

requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

*Alternate I (May 2014)*. As prescribed in 25.1102(c)(3), add the following definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian, Mexican, or Omani construction material” means a construction material that-

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements 41 U.S.C. chapter 83, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS

item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to the this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

### **52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements (May 2014)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American-Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction

material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

*Alternate I (May 2014).* As prescribed in 25.1102(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

*Alternate II (June 2009).* As prescribed in 25.1102(d)(3), add the definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers.* (1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

### **52.225-13 Restrictions on Certain Foreign Purchases (June 2008)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at

<http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR ChapterV and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

## 20. Additional Clauses

### (i) GSAR Clause 552.236-70, Authorities and Limitations (Mar 2019)

(a) All work shall be performed under the general direction of the Contracting Officer. The Contracting Officer alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents. The Contracting Officer may designate contracting officer's representatives (CORs) to act for him. Wherever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian) or organization, whether Governmental or private, to perform any act on behalf of or in the interests of the Government, that individual or organization shall be deemed to be the COR under this contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this contract, vest in any such COR additional power and authority to act for him or designate additional CORs, specifying the extent of their authority to act for him. A copy of each document vesting additional authority in a COR or designating an additional COR shall be furnished to the Contractor.

(b) The Contractor shall perform the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by a COR in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

(c) If the Contractor receives written notice from the Contracting Officer of non-compliance with any requirement of this contract, the Contractor must initiate action as may be appropriate to comply with the specified requirement as defined in the notice. In the event the Contractor fails to initiate such action within a reasonable period of time as defined in the notice, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

### (ii) GSAR Clause 552.236-73, Subcontracts (APR 1984)

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.

(c) The Government will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

(iii) GSAR Clause 552.243-71, Equitable Adjustments (MAR 2019),

(a) This clause governs the determination of equitable adjustments to which the Contractor may be entitled under FAR 52.243-4. The "Differing Site Conditions" clause prescribed by FAR 52.236-2, and any other provision of this contract allowing entitlement to an equitable adjustment. This clause does not govern determination of the Contractor's relief allowable under the "Suspension of Work" clause prescribed by FAR 52.242-14.

(b) At the written request of the Contracting Officer, the Contractor shall submit a proposal, in accordance with the requirements set forth herein, for an equitable adjustment to the contract for changes or other conditions that may entitle a Contractor to an equitable adjustment. If the Contractor deems an oral or written order to be a change to the contract, it shall promptly submit to the Contracting Officer a proposal for equitable adjustment attributable to such deemed change. The proposal shall also conform to the requirements set forth herein.

(c) The proposal shall be submitted within the time specified in the "Changes", "Changes and Changed Conditions", or "Differing Site Conditions" clause, as applicable, or such other time as may reasonably be required by the Contracting Officer.

(d) Proposals for equitable adjustments, including no cost requests for adjustment of the contract's required completion date, shall include a detailed breakdown of the following elements, as applicable:

(1) Direct Costs.

(2) Markups.

(3) Change to the time for completion specified in the contract.

(e) *Direct Costs.* The Contractor shall separately identify each item of deleted and added work associated with the change or other condition giving rise to entitlement to an equitable adjustment, including increases or decreases to unchanged work impacted by the change. For each item of work so identified, the Contractor shall propose for itself and, if applicable, its first two tiers of subcontractors, the following direct costs:

(1) Material cost broken down by trade, supplier, material description, quantity of material units, and unit cost (including all manufacturing burden associated with material fabrication and cost of delivery to site, unless separately itemized);

(2) Labor cost broken down by trade, employer, occupation, quantity of labor hours, and burdened hourly labor rate, together with itemization of applied labor burdens (exclusive of employer's overhead, profit, and any labor cost burdens carried in employer's overhead rate);

(3) Cost of equipment required to perform the work, identified with material to be placed or operation to be performed;

(4) Cost of preparation and/or revision to shop drawings and other submittals with detail set forth in paragraphs [\(e\)\(1\)](#) and [\(e\)\(2\)](#) of this clause;

(5) Delivery costs, if not included in material unit costs;

(6) Time-related costs not separately identified as direct costs, and not included in the Contractor's or subcontractors' overhead rates, as specified in paragraph [\(g\)](#) of this clause; and

(7) Other direct costs.

(f) Marked-up costs of subcontractors below the second tier may be treated as other direct costs of a second tier subcontractor, unless the Contracting Officer requires a detailed breakdown under paragraph [\(i\)](#) of this clause.

(g) Extensions of Time and Time-related Costs. The Contractor shall propose a daily rate for each firm's time-related costs during the affected period, and, for each firm, the increase or decrease in the number of work days of performance attributable to the change or other condition giving rise to entitlement to an equitable adjustment, with supporting analysis. Entitlement to time and time-related costs shall be determined as follows:

(1) Increases or decreases to a firm's time-related costs shall be allowed only if such increase or decrease necessarily and exclusively results from the change or other condition giving rise to entitlement to an equitable adjustment.

(2) The Contractor shall not be entitled to an extension of time or recovery of its own time-related costs except to the extent that such change or other condition necessarily and exclusively causes its duration of performance to extend beyond the completion date specified in the contract.

(3) Costs may be characterized as time-related costs only if they are incurred solely to support performance of this contract and the increase or decrease in such costs is solely dependent upon the duration of a firm's performance of work.

(4) Costs may not be characterized as time-related costs if they are included in the calculation of a firm's overhead rate.

(5) Equitable adjustment of time and time-related costs shall not be allowed unless the analysis supporting the proposal complies with provisions specified elsewhere in this contract regarding the Contractor's project schedule.



(h) *Markups.* For each firm whose direct costs are separately identified in the proposal, the Contractor shall propose an overhead rate, profit rate, and where applicable, a bond rate and insurance rate. Markups shall be determined and applied as follows:

- (1) Overhead rates shall be negotiated, and may be subject to audit and adjustment.
- (2) Profit rates shall be negotiated, but shall not exceed ten percent, unless entitlement to a higher rate of profit may be demonstrated.
- (3) The Contractor and its subcontractor[s] shall not be allowed overhead or profit on the overhead or profit received by a subcontractor, except to the extent that the subcontractor's costs are properly included in other direct costs as specified in paragraph (f) of this clause.
- (4) Overhead rates shall be applied to the direct costs of work performed by a firm, and shall not be allowed on the direct costs of work performed by a subcontractor to that firm at any tier except as set forth below in paragraphs (h)(6) and (h)(7) of this clause.
- (5) Profit rates shall be applied to the sum of a firm's direct costs and the overhead allowed on the direct costs of work performed by that firm.
- (6) Overhead and profit shall be allowed on the direct costs of work performed by a subcontractor within two tiers of a firm at rates equal to only fifty percent of the overhead and profit rates negotiated pursuant to paragraphs (h)(1) and (h)(2) of this clause for that firm, but not in excess of ten percent when combined.
- (7) Overhead and profit shall not be allowed on the direct costs of a subcontractor more than two tiers below the firm claiming overhead and profit for subcontractor direct costs.
- (8) If changes to a Contractor's or subcontractor's bond or insurance premiums are computed as a percentage of the gross change in contract value, markups for bond and insurance shall be applied after all overhead and profit is applied. Bond and insurance rates shall not be applied if the associated costs are included in the calculation of a firm's overhead rate.
- (9) No markup shall be applied to a firm's costs other than those specified herein.
- (i) At the request of the Contracting Officer, the Contractor shall provide such other information as may be reasonably necessary to allow evaluation of the proposal. If the proposal includes significant costs incurred by a subcontractor below the second tier, the Contracting Officer may require the same detail for those costs as required for the first two tiers of subcontractors, and markups shall be applied to these subcontractor costs in accordance with paragraph (h).
- (j) *Proposal Preparation Costs.* If performed by the firm claiming them, proposal preparations costs shall be included in the labor hours proposed as direct costs. If

performed by an outside consultant or law firm, proposal preparation costs shall be treated as other direct costs to the firm incurring them. Requests for proposal preparation costs shall include the following:

(1) A copy of the contract or other documentation identifying the consultant or firm, the scope of the services performed, the manner in which the consultant or firm was to be compensated, and if compensation was paid on an hourly basis, the fully burdened and marked-up hourly rates for the services provided.

(2) If compensation was paid on an hourly basis, documentation of the quantity of hours worked, including descriptions of the activities for which the hours were billed, and applicable rates.

(3) Written proof of payment of the costs requested. The sufficiency of the proof shall be determined by the Contracting Officer.

(k) Proposal preparation costs shall be allowed only if—

(1) The nature and complexity of the change or other condition giving rise to entitlement to an equitable adjustment warrants estimating, scheduling, or other effort not reasonably foreseeable at the time of contract award;

(2) Proposed costs are not included in a firm's time-related costs or overhead rate; and

(3) Proposed costs were incurred prior to a Contracting Officer's unilateral determination of an equitable adjustment under the conditions set forth in paragraph (o), or were incurred prior to the time the request for equitable adjustment otherwise became a matter in dispute.

(l) Proposed direct costs, markups, and proposal preparation costs shall be allowable in the determination of an equitable adjustment only if they are reasonable and otherwise consistent with the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation (48 CFR part 31) in effect on the date of this contract. Characterization of costs as direct costs, time-related costs, or overhead costs must be consistent with the requesting firm's accounting practices on other work under this contract and other contracts.

(m) If the Contracting Officer determines that it is in the Government's interest that the Contractor proceed with a change before negotiation of an equitable adjustment is completed, the Contracting Officer may order the Contractor to proceed on the basis of a unilateral modification to the contract increasing or decreasing the contract price by an amount to be determined later. Such increase or decrease shall not exceed the increase or decrease proposed by the Contractor.

(n) If the parties cannot agree to an equitable adjustment, the Contracting Officer may determine the equitable adjustment unilaterally.

(o) The Contractor shall not be entitled to any proposal preparation costs incurred subsequent to the date of a unilateral determination or denial of the request if the Contracting Officer issues a unilateral determination or denial under any of the following circumstances:

- (1) The Contractor fails to submit a proposal within the time required by this contract or such time as may reasonably be required by the Contracting Officer.
- (2) The Contractor fails to submit additional information requested by the Contracting Officer within the time reasonably required.
- (3) Agreement to an equitable adjustment cannot be reached within 60 days of submission of the Contractor's proposal or receipt of additional requested information, despite the Contracting Officer's diligent efforts to negotiate the equitable adjustment.

(21) FAR 52.222-62, Paid Sick Leave under Executive Order 13706 (Jan 2017)

*Implements EO 13706 which requires incorporation of new FAR Clause 52.222-62 in all contracts with 52.222-6, Construction Wage Rate Requirements, (\$2,000 threshold), or 52.222-41, Service Contract Labor Standards, (\$2,500 threshold) and performance is in whole or in part in the United States.*

*1) Bilateral Modifications extending the contract when such modifications are individually or cumulatively longer than six months*

*2) In IDIQ where the remaining ordering period extends at least six months and the amount of remaining work or number of orders expected is substantial.*

(22) FAR 52.223-21, FOAMS (Jun 2016)

(a) *Definitions.* As used in this clause—

*Global warming potential* means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

*High global warming potential hydrofluorocarbons* means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

*Hydrofluorocarbons* means compounds that only contain hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

#### **IV.B. Clauses Incorporated by Reference**

##### (1) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

[Federal Acquisition Regulation](#)

##### (2) Federal Acquisition Regulation (FAR) clauses:

NUMBER	TITLE	DATE
52.202-1	Definitions	NOV 13
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	JUN 14
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 06
52.203-7	Anti-Kickback Procedures	MAY 14
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 15
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	OCT 15
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 14
52.204-2	Security Requirements	AUG 96
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 11
52.204-7	System for Award Management	OCT 18
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11

NUMBER	TITLE	DATE
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 18
52.204-13	System for Award Management Maintenance	OCT 18
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.204-18	Commercial and Government Entity Code Maintenance	JUL 16
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 14
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 18
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 15
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 18
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 15
52.211-10	Commencement, Prosecution, and Completion of Work	APR 84
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 00
52.211-13	Time Extensions	SEP 00
52.211-18	Variation in Estimated Quantity	APR 84
52.215-2	Audit and Records-Negotiation	OCT10
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 11
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	AUG 11
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.219-8	Utilization of Small Business Concerns	OCT 18

NUMBER	TITLE	DATE
52.219-14	Limitations on Subcontracting	JAN 17
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 13
52.222-3	Convict Labor	JUN 03
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAR 18
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	AUG 18
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 15
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	OCT 15
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	FEB 16
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	MAR 15
52.222-54	Employment Eligibility Verification	AUG 13
52.222-55	Minimum Wages Under Executive Order 13658	DEC 15
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 97
	Alternate I	JUL 95

NUMBER	TITLE	DATE
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 11
52.224-1	Privacy Act Notification	APR 84
52.224-2	Privacy Act	APR 84
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 07
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-11	Pledges of Assets	JAN 12
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 14
52.228-14	Irrevocable Letter of Credit	NOV 14
52.228-15	Performance and Payment Bonds—Construction	OCT 10
52.229-3	Federal, State, and Local Taxes	FEB 13
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 14
52.232-17	Interest	MAY 14
52.232-23	Assignment of Claims	MAY 14
52.232-27	Prompt Payment for Construction Contracts	JAN 17
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 18
52.232-39	Unenforceability of Unauthorized Obligations	JUN 13

NUMBER	TITLE	DATE
52.232-40	Provide Accelerated Payments to Small Business Subcontractors	DEC 13
52.233-1	Disputes	MAY 14
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-5	Material and Workmanship	APR 84
52.236-6	Superintendence by the Contractor	APR 84
52.236-7	Permits and Responsibilities	NOV 91
52.236-8	Other Contracts	APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 84
52.236-10	Operations and Storage Areas	APR 84
52.236-11	Use and Possession Prior to Completion	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.244-6	Subcontracts for Commercial Items	AUG 19
52.245-1	Government Property Alternate 1	JAN 17
52.245-9	Use and Charges	APR 12
52.246-12	Inspection of Construction	AUG 96
52.246-21	Warranty of Construction	MAR 94



NUMBER	TITLE	DATE
52.248-3	Value Engineering—Construction	OCT 15
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 12
	Alternate I	SEP 96
52.249-10	Default (Fixed-Price Construction)	APR 84
52.253-1	Computer Generated Forms	JAN 91

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.211-72	References to Specifications in Drawings	FEB 96
552.215-70	Examination of Records by GSA (Applicable if over \$100,000)	JUL 16
552.227-70	Government Rights (Unlimited)	MAY 89
552.228-5	Government As Additional Insured	JAN 16
552.229-70	Federal, State, and Local Taxes	APR 84
552.246-72	Final Inspections and Tests	SEP 99

(4) Total Small Business Set-Aside

This contract is Total Small Business Set-Aside; the following clause is incorporated by reference:

NUMBER	TITLE	DATE
52.219-6	Notice of Total Small Business Set-Aside	NOV 11

**IV.C. Subcontract Requirements**

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10

NUMBER	TITLE	DATE
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 15
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	OCT 15
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 18
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.215-2	Audit and Records-Negotiation	OCT 10
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAR 18
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	AUG 18
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 16
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	OCT 15

NUMBER	TITLE	DATE
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	FEB 16
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	JAN 19
52.222-54	Employment Eligibility Verification	OCT 15
52.222-55	Minimum Wages Under Executive Order 13658	DEC 15
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 18
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.236-13	Accident Prevention Alternate I	NOV 91

(2) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 16

(3) Agreement Clauses:

In Section III of this contract, *Sensitive But Unclassified (SBU) Building Information* and *Safeguarding Sensitive Data and Information Technology Resources*. (Terms and Conditions).

# Award Cover Page

The Government Accepts and Awards the following items from your revised proposal submitted on June 26, 2020:

Project Base - \$45,808,778.00

Option 1 - \$910,078

Betterment 3.1 - \$1,394,904

Betterment 3.3 - \$209,265

Betterment 3.5 - \$594,825

Total Award Amount: \$48,917,850.00

The aforementioned items are priced in CLINs 0001-0006.

The Government also accepts your pricing for all other betterments and options not listed above. The betterments and options not listed above may be awarded at a future date at the discretion of the Government.

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Volume 4 - Other Attachments	Volume 4 - Other Attachments	85

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<b>SOLICITATION, OFFER, AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	47PJ0020R0066	<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		1		7

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER 47PJ0020C0081	5. REQUISITION/PURCHASE REQUEST NUMBER EQ8PCM-20-0001	6. PROJECT NUMBER
7. ISSUED BY  GSA PBS Acquisition Division 8PQ 1 Denver Federal Center PO Box 25546, Building 41 Denver, CO 80225-0546 USA	CODE 8PQ	8. ADDRESS OFFER TO  8PQ
9. FOR INFORMATION CALL:	a. NAME William Fawcett	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 202-969-5564

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

The attached SOW dated February 13, 2020, Specifications, and all other documents issued in association with RFP 47PJ0020R0066.

11. The contractor shall begin performance within <u>15</u> calendar days and complete it within <u>1095</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____ ).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS

### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (MST) (hour) local time 3/16/2020 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☒ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

Centerre Construction, Inc.  
 4100 E MISSISSIPPI AVE STE 900  
 DENVER, CO 80246  
 DUNS: (b) (4)  
 CAGE Code: 1YXL0

15. TELEPHONE NUMBER (Include area code)

303-220-9400

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

See attached Pricing Schedule

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER	01	02	03	04	05	06				
DATE.	02/27/20	03/03/20	03/12/20	03/16/20	05/19/20	05/20/20				

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Stephen M. Hritz - President

20b. SIGNATURE

(b) (6)

20c. OFFER DATE

June 26, 2020

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

The Government Accepts and Awards the following items from your revised proposal submitted on June 26, 2020:  
 Project Base - \$45,808,778.00, Option 1 - \$910,078, Betterment 3.1 - \$1,394,904, Betterment 3.3 - \$209,265, Betterment 3.5 - \$594,825  
 Total Award Amount: \$48,917,850.00 The aforementioned items are priced in CLINs 0001-0006.

22. AMOUNT

\$48,917,850.00

23. ACCOUNTING AND APPROPRIATION DATA

Please see attached

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)ITEM  
27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

8PQ

CSA PBS Acquisition Division 8PQ  
 1 Denver Federal Center  
 PO Box 25546, Building 41  
 Denver, CO 80225-0546 USA

27. PAYMENT WILL BE MADE BY

PBS PAYMENTS BRANCH - <https://finance.ocfo.gsa.gov/>  
 P.O. BOX 17181  
<https://finance.ocfo.gsa.gov/>  
 FORT WORTH, TX 76102-0181 USA

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)

Stephen M. Hritz - President

31a. NAME OF CONTRACTING OFFICER (Type or print)

Len Wilson

30b. SIGNATURE

(b) (6)

30c. DATE

08/11/2020

31b. UNITED STATES OF AMERICA

(b) (6)

31c. DATE

## SF1442 List of Accounting Strings

Accounting String	Amount Obligated
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG211.N20.VCO00098.CO0522AA.1037.....VCO00098CO0522AA.CI PIMP.1.0.	\$751,392.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG211.N20.VCO00098.CO0522AA.1044.....VCO00098CO0522AA.CI PIMP.1.0.	\$3,971,744.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG413.N20.VCO00098.CO0522AA.1044.....VCO00098CO0522AA.CI PIMP.1.0.	\$29,126,128.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG413.N20.VCO00098.CO0522AA.1037.....VCO00098CO0522AA.CI PIMP.1.0.	\$5,510,214.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG413.N20.VCO00098.CO0522AA.1043.....VCO00098CO0522AA.CI PIMP.1.0.	\$435,028.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG80.PG413.K01..CO0522AA..1925728.1.....	\$7,107,187.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG80.PG211.J28..CO0522AA..1925728.1.....	\$969,162.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL11.V05.VCO00101.CO0522AA.1047.....	\$80,000.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL26.V05.VCO00101.CO0522AA.1048.....	\$174,980.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL26.V05.VCO00102.CO0524AA.0023.....	\$98,204.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL26.V05.VCO00103.CO0525AA.0010.....	\$88,632.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL26.V05.VCO00104.CO0526AA.0003.....	\$120,396.00
EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG413.N20.VCO00098.CO0522AA.1043.....VCO00098CO0522AA.LA ND.2.0.	\$484,783.00



					PAGE	OF
					4	7
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001	<p>Shell  Design and Construction</p> <p>Design and construction shell of B48 renovation. Design: \$3,971,744 Construction: \$29,126,128 This award is issued in accordance with the Partnership Agreement between the General Services Administration (GSA) and the Small Business Administration (SBA). The following items are hereby incorporated by reference into Contract 47PJ0020C0081: 1. Centerre Construction, Inc.'s final technical and price proposal revision dated June 26, 2020. 2. The statement of work dated February 13, 2020. 3. Clauses, terms and conditions, and statement of work listed in RFP 47PJ0020R0066. The Contracting Officer's Representative (COR) for this Contract is Brandon Fortune. The COR is responsible for receiving, reviewing and recommending approval of all valid invoices, including the final invoice, submitted by the contractor. In addition to submitting your invoices to the COR, you must submit your invoice to GSA Finance at the address listed in the "Payments Made By" section of the 1442. Additionally, the following conditions must be met: 1.The invoice must contain the Pegasys Document Number - EN-47PJ0020C0081. 2. The address on the invoice must match with what is in the SAM database and on the award document. Any invoice that does not meet these conditions will be rejected. Once a valid invoice is received it will be reviewed and payment will be authorized if the supplies/services have been received and accepted by the government.</p> <p>Deliverable</p> <p>PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS</p> <p>Contract Type: Firm Fixed Price</p> <p>EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG211.N20. VCO00098.CO0522AA.1044.....VCO00098CO0522AA.CIPIMP.1.0. Obligated: \$3,971,744.00</p> <p>EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG413.N20. VCO00098.CO0522AA.1044.....VCO00098CO0522AA.CIPIMP.1.0. Obligated: \$29,126,128.00</p> <p>PoP: 08/03/2020 - 07/03/2023</p> <p>Place of Performance: W 6TH AVE &amp; KIPLING ST LAKEWOOD, CO 80225-0546</p>	1	LS	\$33,097,872.00	\$33,097,872.00	
0002	Demo in Building 48	1	LS	\$435,028.00	\$435,028.00	

					PAGE	OF
					5	7
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0003	Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG413.N20. VCO00098.CO0522AA.1043.....VCO00098CO0522AA.CIPIMP.1.0. Obligated: \$435,028.00  PoP: 08/03/2020 - 07/03/2023 Place of Performance: W 6TH AVE & KIPLING ST LAKEWOOD, CO 80225-0546	1	LS	\$482,212.00	\$482,212.00	
	Asbestos Abatement Asbestos remediation: B48: \$174,980 B49B: \$98,204 B49C: \$88,632 B49D: \$120,396 Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL26.V05. VCO00103.CO0525AA.0010..... Obligated: \$88,632.00					
	EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL26.V05. VCO00101.CO0522AA.1048..... Obligated: \$174,980.00					
	EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL26.V05. VCO00104.CO0526AA.0003..... Obligated: \$120,396.00					
0004	EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL26.V05. VCO00102.CO0524AA.0023..... Obligated: \$98,204.00  PoP: 08/03/2020 - 07/03/2023 Place of Performance: W 6TH AVE & KIPLING ST LAKEWOOD, CO 80225-0546	1	LS	\$484,783.00	\$484,783.00	
	Demo of Buildings 49B, 49C, and 49D, water tower, and boiler house Demo includes B49B-D, water tower, and boiler house Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG413.N20.					

					PAGE	OF
					6	7
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0005	VCO00098.CO0522AA.1043.....VCO00098CO0522AA.LAND.2.0. Obligated: \$484,783.00  PoP: 08/03/2020 - 07/03/2023 Place of Performance: W 6TH AVE & KIPLING ST LAKEWOOD, CO 80225-0546					
	TI   Design and Construction BA80 & BA55- TI Design and Construction of B48 renovation includes amortized TI Design (BA55: \$751,392   BA80: \$969,162) Construction (BA55: \$5,510,214   BA80 \$7,107,187) Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price EN-47PJ0020C0081.2020.192X.08.P082D001.PG80.PG211.J28.. CO0522AA..1925728.1..... Obligated: \$969,162.00	1	LS	\$14,337,955.00	\$14,337,955.00	
	EN-47PJ0020C0081.2020.192X.08.P082D001.PG80.PG413.K01.. CO0522AA..1925728.1..... Obligated: \$7,107,187.00					
0006	EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG211.N20. VCO00098.CO0522AA.1037.....VCO00098CO0522AA.CIPIMP.1.0. Obligated: \$751,392.00					
	EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PG413.N20. VCO00098.CO0522AA.1037.....VCO00098CO0522AA.CIPIMP.1.0. Obligated: \$5,510,214.00					
	PoP: 08/03/2020 - 07/03/2023 Place of Performance: W 6TH AVE & KIPLING ST LAKEWOOD, CO 80225-0546					
0006	Asbestos Testing in Building 48 Includes work associated with asbestos testing Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price EN-47PJ0020C0081.2020.192X.08.P082D001.PG55.PGL11.V05. VCO00101.CO0522AA.1047..... Obligated: \$80,000.00	1	LS	\$80,000.00	\$80,000.00	
	PoP: 08/03/2020 - 07/03/2023					

GENERAL SERVICES ADMINISTRATION

"General Decision Number: C020200002 01/31/2020

Superseded General Decision Number: C020190002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ASBE0028-001 07/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	14.73

BR00007-004 01/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON AND WELD COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 29.52	10.48
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BRC0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 25.88	10.34
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ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
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ELECTRICIAN

Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

-----  
ELEC0068-001 06/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....	\$ 36.50	16.18
------------------	----------	-------

-----  
ELEC0111-001 03/01/2019

	Rates	Fringes
--	-------	---------

Line Construction:

Groundman.....	\$ 20.41	13.75%+\$6.20
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

-----  
ELEC0113-002 06/01/2019

EL PASO COUNTY

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....	\$ 32.60	16.23
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ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....	\$ 25.20	10.06
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ENGI0009-001 05/01/2018

	Rates	Fringes
--	-------	---------

Power equipment operators:

Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70

Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

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\* IRON0024-003 11/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 30.85	22.26
Structural		

-----  
LAB00086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

-----  
PLUM0003-005 06/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 39.08	16.44

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PLUM0058-002 07/01/2018

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

-----  
PLUM0058-008 07/01/2018

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.70

-----  
PLUM0208-004 06/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62
-----		
* SHEE0009-002 07/01/2019		

	Rates	Fringes
Sheet metal worker.....	\$ 34.62	17.95
-----		
* TEAM0455-002 07/01/2019		

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.91	4.42
Tandem/Semi and Water.....	\$ 22.54	4.42
-----		
SUC02001-006 12/20/2001		

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including



preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

*Design Build Statement of Work*

*Building 48 Modernization, Denver Federal Center, Lakewood, CO*



# STATEMENT OF WORK

## DESIGN-BUILD (DB) TEAM

## DESIGN BUILD PROJECT DELIVERY

### DENVER FEDERAL CENTER | BUILDING 48 MODERNIZATION PROJECT

#### PROJECT IDENTIFICATION:

PROJECT NAME	BUILDING 48 MODERNIZATION PROJECT
SOLICITATION NUMBER	47PJ0020R0066
REGION	ROCKY MOUNTAIN REGION 8
DIVISION	GSA OFFICE OF DESIGN & CONSTRUCTION
BUILDING NAME	BUILDING 48
BUILDING ADDRESS	1 DENVER FEDERAL CENTER, BLDG. 48, DENVER CO 80225
CONTRACTING OFFICER	LEN WILSON
PROJECT MANAGER	DANA COOLBROTH
LAST REVISION	02.13.2020

*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO***Contents**

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*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO***I. PROJECT DESCRIPTION**

*Note to the reader:*

In this SOW the term Contractor refers to the Design-Build (DB) Team.

**GENERAL:**

The Contractor shall provide all labor and materials required to provide architectural, engineering, construction, and other related services necessary to design and to construct an office building compliant with applicable codes. Related services include, but are not limited to, site planning, soil borings, archaeological monitoring, utility relocation, environmental mitigations as defined in the environmental study, permitting, testing and inspection during construction, commissioning and potential additional geotechnical analysis of the site.

CONTRACT TYPE: Firm Fixed Price (FFP)

**CONTRACT OPTIONS:**

- 1) Full excavation of the northeast corner of the building, as depicted in the renderings of the Program Development Study (PDS, see Section V), with additional penetrations for natural daylight (priced).
- 2) Clerestory windows at the new visitor entryway (priced).
- 3) Raised floor system throughout a majority of the building (priced).
- 4) Exposed ceiling for industrial aesthetic (priced).

**A. PROJECT DESCRIPTION****1. GENERAL INFORMATION**

The General Services Administration (GSA) intends to award a firm-fixed price Design-Build Contract for the modernization of Building 48 on the Denver Federal Center campus pursuant to the Federal Acquisition Regulation (FAR) Two-Phase Design-Build Selection Procedures (FAR Subpart 36.3), incorporating Design and Construction Excellence, as well as Art in Architecture. The project will convert the current building use as a warehouse to a modern office space for a Federal tenant.

Building 48 is an one-story structure, with partial basements and a small mechanical penthouse, located on the north edge of the Denver Federal Center Campus, between 3rd Street and 5th Street, and between Center Avenue and North Avenue. The original building was constructed in 1941 during World War II as part of a small arms munitions manufacturing plant. The structure has been expanded several times to its current area of 154,422 gross square feet. After the war, it was converted to office and storage use by the Federal government. Most recently it housed the National Archives and Records Administration (NARA) until being vacated in 2013.

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Although numerous additions have been constructed since 1941, none of the expansions involved significant improvements to the existing parts of the structure. The most recent major addition was in 1971. Due to its age and lack of modernization, the building's architectural, mechanical and electrical systems have exceeded their useful service life. The structural system is adequate for upgraded use. Currently the building is empty.

The Interior Business Center (IBC) currently occupies three lease locations in Lakewood, CO, totaling 195,586 USF. IBC currently has 699 employees at the Lakewood locations and plans to expand to 890 employees in the Building 48 location. IBC will be the sole tenant of Building 48 once building upgrades are complete. They will consolidate all of their functions into the building, and expand within it. A majority of the building would be open office space, along with a number of conference rooms, offices, and other shared space.

Architectural goals include the incorporation of welcoming visiting entry, usable outdoor spaces for employees, and the incorporation of natural daylight throughout the space. In order to support the incoming personnel, site improvements include the paving of a new parking lot directly adjacent to the building. Performance and sustainability goals include LEED and SITES certification, as well compliance with GSA's gBUILD program.

**2. SUPPLEMENTAL PROJECT INFORMATION:****a. Program Development Study (PDS)**

The PDS is provided within the Appendix (Section V) of this SOW. The PDS provides details related to IBC's mission, organizational structural, and Program of Requirements (POR). It also includes a technical evaluation of existing building conditions, and recommended building improvements to accomplish the project goals.

The PDS is intended to serve as a guideline to inform the design to accomplish the Project Objectives listed in Section B below, and for preparation of the Contractor's initial Design Concept. Renderings are provided which show possible design solutions; however, these were used for scoping, budgeting and visioning purposes, only, and are not intended to be strictly adhered. It is the responsibility of the Contractor to provide the design for the space within the design and construction budget.

That being stated, there are features of the PDS concept, which are not specifically required to accomplish the scope, but are highly desired if able to be accomplished within the range provided in the solicitation. These features are listed as Options in the section above, and are to be provided and priced with the Contractor's proposal in Phase 2 or the procurement.

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Additionally, the PDS provides a list of Technical Performance Criteria. This is based on the observations, interpretations, and recommendations of the architectural and engineering team performing the study, again for scoping, budgeting, and visioning. This also informed the environmental investigations performed by GSA, which are discussed in the paragraph below. The Technical Performance Criteria may be used by the Contractor for scoping and pricing the Design Concept, but it is the responsibility of the Contractor to ensure adherence to latest codes and standards during design, as well as produce the best value approach and design to accomplish the Project Objectives listed in Section I, B.

b. Environmental Studies

Multiple sources of environmental information are provided in Section V. The PDS includes a lead and asbestos survey for the interior of Building 48, as well as a general environmental investigation of the site east of the building, intended for the paving of the new parking lot. To support the new parking lot, the satellite buildings east of the building will be demolished, as identified in the PDS. Section V also includes the Pre-Demolition Survey for each of these buildings. No constructive testing has been performed in the roofing of Building 48, which is suspect for asbestos. This will be the responsibility of the Contractor following award.

The Denver Federal Center campus is known to have soils contaminated with asbestos and other materials throughout its use as a WWII munitions manufacturing facility and other Federal operations. An agreement between GSA and the Colorado Department of Public Health and Environment (CDPHE) includes the investigation of sites throughout the campus suspect for containing such contaminants. GSA has performed a Phase 4 Resource Conservation and Recovery Act (RCRA) Facility Investigation (RFI) for the Denver Federal Center (DFC) Investigation Area (IA) 4C (Phase 4 RFI), which includes the site area for the new Building 48 parking lot and is provided in Section V. GSA is in the process of completing a Corrective Measure Workplan for Denver Federal Center (DFC) Investigation Area (IA) 4C. Once this completed, GSA shall provide the document to the offerors.

c. Security

The Department of Homeland Security (DHS) performed a Facility Security Assessment (FSA) which resulted in a recommended that Building 48 be categorized as a Facility Security Level (FSL) 2. Based on that FSA, DHS also provided GSA with a Vulnerability Survey Report (provided in Section V), inclusive of recommended physical security infrastructure to be provided in and around the building as part of the modernization.

d. Stormwater

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A memorandum (provided in Section V) was issued by the Office of the Chief Architect (OCA) on June 20, 2019 in reference to the Energy Independence and Security Act (EISA) of 2007, Section 438 (Stormwater). It provides an interpretation of the Act and language to ensure compliance with respect to projects within PBS.

Some of the language within the memorandum was deemed unclear as it relates to projects occurring within Region 8; therefore, a request for clarifications was issued from the Region 8 Environmental Programs Group, the responses for which are provided in Section V. Based on these clarifications, it is Region 8's interpretation that the Building 48 Modernization Project must offset the 25 year, 95th percentile stormwater volume with respect to the development required of the parking lot, only. While the roofing of the building will be altered by modernization, because it is pre-existing, no stormwater offset is required for the roof area.

To assist the Contractor in their proposal and pricing, a volume calculation for the 25 year, 95th percentile is provided in Section V, which shall be validated by the Contractor following award. Also provided in Section V is Technical Guidance related to Section 438 to further assist in the effort, as well as a DFC Stormwater Survey.

**B. PROJECT GOALS AND OBJECTIVES****Project Goals:**

GSA, in collaboration with its clients, stakeholders, and contractors, intends to modernize Building 48 to an office building that exceeds IBC's organizational needs, and be a focus of pride for IBC employees. The project shall be a functionally aesthetic, sustainable, cost-effective, high-performing, Federal office building.

**Project Objectives:**

This project will be accomplished under GSA's Design Excellence Program. The DB Contractor will be contracted through a two-stage source selection process ensuring best value to the Government, its clients and the citizens of the United States of America. The design and construction of this office shall produce a high quality, high performance facility on budget and on time. The built project must accomplish all of the following:

- Modernize and transform the building from its current state to a modern office building meeting IBC's program needs and intent for employee expansion.
- Match as closely as possible the Room Data Matrix provided in Section 02.12 of the Program Development Study (PDS) (see Section V).
- Provide a public entryway, usable outdoor space for employees, and natural daylight throughout the building, including the lower story.

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- Provide a new parking lot for IBC employees as large as can be accommodated within the project site.
- Provide a high-performance workplace that enhances all human factors including: health, functional efficiency, productivity, space flexibility, air quality, and comfort in thermal, acoustic and visual perspectives and utilizing natural light.
- Achieve the status of a high-performance green building meeting federal energy and water conservation goals and incorporating exceptional integration of architectural form and optimized building systems which provide excellent indoor environmental quality.
- Extend the overall service life of the building.
- Utilize Design, Construction, and Operational Excellence practices to design and construct an office space of outstanding quality and value.

**C. PROJECT DELIVERY APPROACH**

GSA envisions a highly collaborative design build delivery approach for this project. The expectation is that the DB contractor will work closely with all the stakeholders to deliver a project that meets the expectations and needs of the tenant(s), as well as the GSA's requirements for a sustainable high performing green building.

The DB team will be selected through a two-step 'best value' selection process that meets the goals of GSA design in excellence program. The first step will consist of evaluating team composition, technical ability and past performance. From this evaluation, GSA will provide a voluntary short list. The second step of this process will require the DB teams to participate in a design concept presentation and provide estimates associated with their concept. After selection, the DB build team will further develop the initial concept to final concepts. This will be presented to the GSA Public Buildings Service Commissioner for final approval of the design concept.

During the development period from initial concept to final concept the DB team will work in close consultation with GSA, the tenant and the Contractor to ensure that all the goals are realized.

**D. CONTRACTOR TEAM**

The Contractor shall provide experts in disciplines listed in PBS-P100, Facilities Standards for the Public Buildings Service, and as otherwise required in this section, with credentials as indicated, as they apply to this project. The Contractor shall provide sufficient staff of project managers, architects, design engineers, field engineers, superintendents, inspection and testing engineers, scheduling specialists, cost engineers, clerical and accounting personnel, etc. to perform the required work.

Contractor team members may serve more than one of the above referenced functions. During the performance of the services required under this contract, the Contractor shall obtain GSA written consent before making any substitution for subcontractors and

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outside associates or consultants specifically identified and agreed to during negotiations.

The Contractor shall utilize the personnel named in its offer to perform the services required under this contract. If any of the personnel named in the accepted Contractor proposal (incorporated into this contract by reference) become unavailable, the Contractor shall promptly submit a complete written resume for a proposed substitution, any other information necessary for the GSA to approve or disapprove, and a detailed explanation of the circumstances necessitating the proposed substitution.

In addition to the key team members identified above, the Contractor shall provide administrative, clerical, and technical personnel as necessary to perform the services required under this contract.

At a minimum, the Contractor's team members, providing expertise, should consist of the following:

Expertise:

- a. Corporate Executive
- b. DB Project Manager
- c. Architectural Designer
- d. AE Project Manager
- e. Interior Architect/Interior Designer
- f. Engineering Designers - All Disciplines
- g. Building Envelope Consultant
- h. LEED/Sustainability Specialist
- i. Energy Modeler of Record (responsible for developing the energy model that achieves the energy requirements)
- j. Blast Consultant
- k. A/V Coordinator/Integrator
- l. Security Consultant
- m. Lighting Design Consultant
- n. Landscaping Architect/Urban Designer
- o. Acoustic Consultant
- p. Registered Fire Protection Engineer
- q. Lead Environmental Coordinator
- r. Construction Superintendent
- s. Quality Control Superintendent
- t. Project Engineer
- u. Construction Supervisors
- v. Construction Scheduler
- w. Safety Officer

## **E. PROJECT DURATION AND SCHEDULE MILESTONE**

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The GSA project delivery schedule is included in the Section V, D. [Editor: Insert Draft schedule in Section V]. [Editor: The Government will consider Contractor proposals that involve fast-tracking (overlapping the design and construction stages to achieve a shorter overall schedule that leads to a lower overall cost).]

**Milestone Dates:**

Contractor Award/NTP	July 2020
Peer Review After award	October 2020
POR Review, validation and finalization	October 2020
Commissioners Presentation	November 2020
Acceptance of DD/Start of Construction	July 2021
Construction Substantially Complete	July 2023
Tenant Occupancy	August 2023
But No Earlier Than	No limit on early delivery
Measurement and Verification 12 months after occupancy (not to exceed 14 months from substantial completion)	

**F. PROJECT STAGES**

The project has been divided into the following stages:

**Stages:**

- a. Design Stage
- b. Construction Stage
- c. Occupancy and Close-out Stage

**G. PROJECT DELIVERY TEAM ROLES AND RESPONSIBILITIES**

In the performance of the requirements of this contract, the Contractor shall work in concert with other parties on the Project Delivery Team. The Project Delivery Team shall include the CMA, CxA, other contractors, GSA personnel, customer agency representatives, and other stakeholders. The GSA shall develop, periodically update, and maintain throughout the course of the project, a listing of the Project Delivery Team membership and respective roles and responsibilities. The other GSA-contracted major parties involved or to be involved in the Project Delivery Team, and their respective overall roles and responsibilities, are as follows:

- a. GSA's Project Manager (PM)

The PM is the owner's primary commissioning representative. As the common point of contact for the other members of the Contractor's team, the PM facilitates coordination between the Commissioning Authority (CxA), Commissioning Coordinator and the DB Team.



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Though the PM is the Owner's primary point of contact, the Owner's Operating & Maintenance Staff actively participate in developing the "Systems Acceptance Criteria" and "Functional Test Procedures", and evaluates the Contractor-provided training. They may also participate in functional performance testing. The building operators participate in the commissioning process at the direction of the PM.

**c. Commissioning Agent (CxA)**

The Commissioning Agent (CxA) is responsible for developing the commissioning requirements for incorporation into the DB contract performance specification. CxA services will consist of work as necessary to verify and document compliance with the GSA performance objectives throughout the design, construction, start-up, and the initial period of operation. The Contractor advises the Owner on issues involving the commissioning process, emphasizing the long-term performance and maintainability of the systems included in the commissioning scope of work. The Contractor is required to advise the Owner of deficiencies involving the design, construction, testing, adjusting and balancing, or other deficiencies that would compromise the ability of the facility to meet the needs of the Owner. The Contractor is authorized to recommend to the Owner the acceptance, modification, or rejection of all materials, procedures, schedules, tests, reports, or other required commissioning submittals. The Contractor is not authorized to change existing Contract Documents, schedules, costs, or scope of work for any of the parties involved (DB).

**d. Commissioning Authority (CA)**

The CA is the leader of the Commissioning Team (CxA).

**e. LEED/SITES Coordinator**

The LEED/SITES consultant is part of the DB team and will be responsible for maintaining all LEED/SITES documentation necessary to meet the stated project goal(s). The LEED/SITES consultant will be responsible for registration and submission of all required documents for certification. The Contractor will monitor the LEED process throughout the project and will provide input to the DB team in developing design concepts that ensure achievement of the LEED goal.

**f. Construction Manager as Advisor (CMa)**

The Construction Manager as advisor (CMa) shall ensure that GSA interests as the owner are well served. In this regard, the CMa shall assist the GSA in ensuring that the GSA requirements regarding scope, schedule, budget, quality and other aspects of the project are satisfied. The CMa shall serve as a facilitator and coordinator of the activities of all parties to ensure that the project execution proceeds per plan. During

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the Design Development and the Construction Documents Phase, the CMA shall perform services relating to design review and coordination and budget control. The CMA shall serve as the value engineering (VM) consultant. The CMA shall also perform Construction Delivery Phase, Closeout Stage and Tenant Occupancy Stage services to ensure that the design intent is refined and clarified as necessary during construction, realized in the completed facility, and conveyed successfully into facility management, operation and maintenance. The CMA shall participate in the commissioning process, and coordinate with the GSA and the CxA to identify appropriate commissioning program goals and to develop supporting inspection and testing practices to meet the objectives of the project commissioning plan.

## g. AiA

Art in Architecture: GSA will contract with an artist and the Contractor may be requested to coordinate and design the infrastructure necessary to display the Art in Architecture.

## h. DB

The Design Build (DB) Team is required to perform two components of work: Design Stage services and Construction Stage work. Design Stage services include providing Design Concept and Design Development Phase services. Construction Stage work includes preparation of construction documents and performance of construction.

The DB provides completed systems that are constructed and operate in accordance with the construction documents. They also assist with the development of the functional performance test (FPT) procedures and are responsible for performing the FPTs. The DB has the ultimate commissioning responsibility; however, each subcontractor that participates in the construction of systems within the commissioning scope (i.e. the mechanical, DDC control system, test and balance, and electrical subcontractors) shall provide a representative to participate on the Commissioning Team.

## i. DB Design Team

The term DB Design Team refers to the team of architects and engineers that are part of the Design Build Team. The DB Design Team will participate in all phases of the commissioning process as the authority on design intent.

## j. DB Commissioning Coordinator (CC)

The DB Commissioning Coordinator is responsible for managing the performance of the DB's subcontractors in the specified commissioning work.

## k. Other

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The GSA may engage other parties to perform specialized duties and requirements as appropriate for the project.

## **II. GENERAL REQUIREMENTS**

The General Requirements shall apply to all project phases/stages. Some of the requirements noted in this section may be subject to exercise of contract option(s).

As a general matter, the Facilities Standards for the Public Buildings Service (P-100) represents the overarching document that governs the Contractor's performance of work. In addition, other policies and procedures (e.g., the P-120 and tenant agency design guides) provide detailed procedures and requirements that the Contractor shall follow. The purpose of this Statement of Work is to primarily set forth services that the Contractor shall provide in addition to the services outlined in other documents (refer to Section V, subsection B).

### **A. OWNER'S PROGRAM OF REQUIREMENTS (POR)**

#### **1. THE OWNER'S POR - BASIS OF DESIGN**

The Design Stage services and Construction Stage work under this Statement of Work must comply with the GSA Owner's Program of Requirements (POR) documentation located in the Program Development Study (PDS) provided in Section V of this Statement of Work. The POR provides the detailed requirements for each building space including: function, finishes, adjacencies, equipment, security, circulation, servicing, P-100 tier and other performance characteristics. The POR includes requirements for all space types including service, tenant, public, parking, etc. The Contractor shall design to the area specified in the POR. The POR space requirements must be confirmed at each stage of the design development and construction document phase and is to be measured in accordance with the GSA National Business Space Assignment Policy. Refer to Section V for requirements and processes.

#### **2. SPATIAL DATA MANAGEMENT (SDM)**

The Spatial Data Management (SDM) Program is a GSA defined process to measure, record, and maintain federally owned and leased space assignments to support rent bills and provide transparency to all stakeholders. Refer to Section V, subsection C, Spatial Data Management for additional requirements. Additional information related to SDM can be found at <https://www.gsa.gov/real-estate/design-construction/spatial-data-management-overview>.

As noted in the P-100, at each submission stage, the Contractor shall provide an IFC BIM and 2D CAD plans, one for each level of the facility, with assignment data and space boundaries in compliance with the National Business Space Assignment Policy. The P-100 and GSA BIM Guide 02 contain additional requirements for SDM.

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The Contractor shall design the Building 48 Modernization Project so as not to exceed the Congressional space authorization, and shall not deviate from the POR without prior written approval from the CO.

As per P-100, a spatial reconciliation report is required at the design submittal stages. The reconciliation report shall ensure that the programmatic areas are fully defined, that circulation factors are properly applied, allowances are included for support areas and options accounted for in the design program. It should include tabulations of the usable, rentable and gross areas of the project.

The Contractor shall use the GSA Pricing Desk Guide and the National Business Space Assignment Policy (NBSAP) Guide which explains facility measurement. The Contractor shall coordinate with the regional SDM manager in development of the reports and CAD assignment plans.

The Pricing Desk Guide can be found at <https://www.gsa.gov/real-estate/real-estate-services/rental-policy-procedures/rent-pricing-policy>, and NBSAP Guide at <https://www.gsa.gov/real-estate/design-construction/spatial-data-management/national-business-space-assignment-policy>.

## **B. PERFORMANCE REQUIREMENTS**

There are two types of Reference Materials. The first type is project-specific pre-planning documents, studies, and information. The second type is the Standards and Criteria Documents, both types of information are included in Section V.

Conflicts or ambiguities within or among the referenced standards and criteria documents, or any deviations from requirements contained in the standards and criteria documents, must be reported to the GSA in writing, for determination as to applicability. In the event of conflicts, the more stringent requirements shall be followed.

### **1. APPLICABILITY**

The Contractor shall review, become familiar with, and fully comply in all materials terms with the Reference Materials listed in Section V. The Government will use the References Materials to determine whether the Contractor's work complies with the contract requirements. The Contractor shall provide all services in accordance with the version of the Reference Materials current at the time of contract award.

If a requirement contained in the Reference Materials exceeds that required by the P-100, the Contractor shall comply with the most stringent requirement unless otherwise directed by the CO. The Contractor's work may exceed requirements contained in the Reference Materials to accomplish programmatic and functional goals for the project, including but not limited to energy performance, sustainability, or industry best practices. However, that being stated, the Contractor is still responsible for complying with other portions of the contract, including FAR 52.236-22 (Design within Funding Limitations).

### **2. STANDARDS AND CRITERIA DOCUMENTS**

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The Standards and Criteria Documents consist mainly of GSA-issued or tenant agency-issued policies, and requirements, as well as industry codes and standards. All Standards and Criteria Documents are requirements for the project.

## **C. PROJECT DELIVERY REQUIREMENTS**

### **1. DESIGN EXCELLENCE**

This is a Design Excellence project, which includes several design excellence peer reviews, involving the Contractor, GSA regional and national office staff, professional private peers serving on the behalf of the GSA, CMA and CxA. GSA's Design Excellence program requires the contractor to participate in project peer reviews. Peer reviews invite distinguished private-sector peers from the GSA Public Buildings Service Commissioner's National Register of Peer Professionals to assist GSA in the professional critique of the project design. The Contractor's lead designer and Design Team presents the project design and the peers provide suggestions and recommendations consistent with the project objectives and program. The Design Excellence process shall include a minimum of three reviews during the design phase, two of the reviews will occur during the Concept Development phase and one review during the Design Development phase.

The broad objective of these reviews is to have discussions among professionals that focus on design, not only as it impacts issues of program requirements, function, form, and detail, but also as it affects building performance and project delivery. These conversations can address general design strategies as well as more specific topics such as materials and building systems.

The first design peer review will occur as a part of the Phase II evaluation of the RFP submissions. This review will not require the active participation by the Contractor.

The second peer review will occur after award of the contract and is intended to refine the design prior to the Final Concept Design Submission. After the final concept design submission and review, the project shall be submitted for review approval by the GSA's PBS Commissioner before progressing into design development. Representatives of the contractor team, such as the lead designer and selected A/E design team members, shall attend the Commissioner's Concept Presentation, held at GSA's Office of Design and Construction in Washington, DC, and present the concept design with other supporting project materials as necessary.

The final design peer review will occur mid-way through the design development phase and will focus primarily on space planning, building finishes and interior systems.

For additional information related to the Design Excellence Program, refer to <https://www.gsa.gov/real-estate/design-construction/design-excellence/design-excellence-program>.

### **2. CONSTRUCTION EXCELLENCE**

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The GSA Construction Excellence program provides guidance to the GSA construction projects through collaboration with leaders of the private sector construction community. This partnership allows for the development and implementation of innovative approaches to project management that will provide the Federal government with the highest quality construction.

Construction Excellence in the Design Stage: Includes managing the design process to ensure that the project remains within the contracted budget by selecting systems and materials that maximize performance and operability, facilitating timely design communications utilizing a web-based project management system (ePM), and leveraging the Contractor and the CMA construction and budget control expertise.

Construction Excellence in the Construction Stage: Includes managing the construction to ensure that the project remains within the established budget, conducting Project Delivery Team partnering sessions, facilitating timely construction communications utilizing a web-based project management system (ePM), performing construction peer reviews, and encouraging the use of alternative dispute resolution methods to resolve disputes.

GSA construction excellence program provides guidance concerning quality, maintaining scope and budget and meeting schedule deadlines during construction. A series of meetings, usually at the 15%, 50%, and 80% stages of the construction effort, are facilitated by a GSA Central Office representative to give the benefit of their experience in making observations about the project. The Contractor shall participate in these meetings.

A typical meeting entails a tour of the project, followed by interviews with the Contractor and GSA, and to hear the questions raised by and the opinions expressed by the peers. A GSA Central Office representative shall facilitate each meeting, and at the completion of the day, shall express verbally and later in writing, opinions of all present as well as a recommendation for resolution of issues.

For additional information related to the Construction Excellence program, refer to <https://www.gsa.gov/real-estate/design-construction/construction-excellence>.

### **3. ART IN ARCHITECTURE (AiA) PROGRAM**

Art in Architecture will be a component of this project and may consist of a new AiA commission, restoration of existing fine art, or a combination of both.

The GSA Art in Architecture program entails commissioning artists to create publicly scaled and permanently installed works of art that are appropriate to the diverse uses and architectural vocabulary of new and substantially modernized federal buildings and courthouses. This project will include the commissioning of one or more artists to create and install artwork under separate contract with GSA. The program requires the active participation and support of the AE.

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The AE lead designer (or designee) will participate in at least three (3) meetings with other members of an expert art in architecture panel convened by the GSA to make recommendations regarding the artwork to be incorporated into the project. The primary roles of the panel are: to nominate and consider artist candidates through individual recommendations and evaluations; to develop a short list of finalists from which the GSA will select the project artist(s); and to review and provide critiques of the final concept(s) presented by the commissioned artist(s) for artistic merit, feasibility of fabrication and installation, and long-term maintainability.

Upon award of the GSA Art in Architecture contract, the AE will participate in subsequent meetings with the artist(s) as necessary to assure the successful integration of the commissioned artwork in the AE's design and construction documents. This may include but is not limited to architectural and engineering design physical space, structural systems, sitework, utilities, lighting, infrastructure, etc to support the commissioned art.

#### **4. ENERGY AND SUSTAINABILITY**

The Contractor shall use an integrated design process to meet or exceed the performance requirements for energy and sustainability and provide a design that will achieve the goals for the construction of a high-performing green building as set forth in the contract documents. In addition, the Contractor shall provide a design that minimizes the amount of energy required to operate the building.

The primary performance requirements relating to energy and sustainability are found in Section 5.4 "Whole Building Energy Performance Requirements" of the P100, which provides, in pertinent part, as follows:

- a. The completed building shall comply with the Energy Policy Act (EPA) of 2005 (EISA 2007) requirement that the predicted energy performance meets or exceeds 30% energy consumption savings as compared to ASHRAE 90.1.
- b. The Contractor shall follow the ASHRAE 90.1 Appendix G- Building Performance Rating Method, which provides specific guidance on the rules and procedures to simulate building energy use.
- c. The design shall meet 65% fossil fuel-generated energy consumption savings as compared to ASHRAE 90.1 and Appendix G thereto (note that this is different from the energy cost savings required for LEED credits). The design shall meet or exceed fossil fuel reduction requirements mandated by Section 433 of the Energy Independence and Security Act of 2007 (EISA). If the Contractor is unable to achieve the mandate contained in EPA, the Contractor shall provide the CO with: (1) documentation to establish the highest level of estimated energy savings for the proposed design; and (2) documentation to establish why EPA cannot be satisfied.
- d. Guiding Principles Checklist (GPC):

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In February 2016, and in accordance with Executive Order 13696 (Planning for Federal Sustainability in the Next Decade, March 19, 2015), the Council on Environmental Quality issued the Guiding Principles for Sustainable Federal Buildings and Associated Instructions (the Guiding Principles). Each agency subject to EO 13696 (including GSA) is responsible for evaluating which of its buildings comply with the Guiding Principles, and ensuring that sufficient evidence and documentation is readily available to demonstrate compliance with the Guiding Principles for those buildings. (As set forth below, GSA uses a Guiding Principles Checklist, provided in Section V, subsection D) to track and report its new construction and major modernization projects' compliance with the Guiding Principles. The GPCs are only required for these two project types, which either construct or significantly expand structures, or replace nearly all major building systems. GSA makes no warranties or guarantees regarding the Checklist and, thus, the Contractor should not rely on or use the Checklist as a source for determining mandatory design requirements. That stated, in developing the design submissions, the Contractor should refer to the Checklist and be prepared to articulate, via GSA's web-based gBUILD database described below, how GPC requirements are being met by the project's design and construction, and why certain requirements, if any, cannot be met (e.g., because not applicable or not life-cycle-cost effective (as those terms as described in the Guiding Principles)).

e. Energy Modeling and Performance:

The Contractor shall develop an energy model to predict the annual energy consumption of the building. (Note that the energy model is different from the energy cost savings required for LEED credits.) The Contractor shall utilize the BIM model to serve as the basis of the energy model. See BIM Guide 05 for detailed requirements. The energy model shall integrate energy-related information and criteria from other sections of the SOW that may affect energy savings. In developing the energy model, the following definitions, assumptions, and conditions shall apply:

- i. **Baseline Building:** The baseline building is based on the minimum requirements set forth by ASHRAE / IESNA Standard 90.1-2019 and Appendix G thereto. (Note that this is not the Energy Cost Budget Method used by ASHRAE for standard code compliance calculations.)
- ii. **Proposed Building:** The building designed by the Contractor.
- iii. **Simulations:** The simulations shall be modeled with an 8,760 hour program in accordance with ASHRAE 90.1-2019.
- iv. **Updates:** The Contractor shall calculate the annual energy usage and Energy Use Intensity, in kBTU/GSF/year, at each phase of the design process from concept submittal through final construction documents.



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- v. As-Built Conditions: During the construction phase, the Contractor shall update the energy model to as-built conditions.
- vi. Ownership: The Government's rights to the model are set forth in the applicable FAR/GSAR clauses incorporated into the contract.
- vii. The Contractor's Energy Modeler shall coordinate with the CMA Energy Engineer.

f. LEED/SITES Certifications:

The Contractor shall design the project to achieve, at a minimum, a Leadership in Energy and Environmental Design (LEED®) Version 4 Gold rating and a Sustainable Sites Certification Program (SITES™) silver rating.

The Contractor shall register the project and achieve for certification with the U.S. Green Building Council (USGBC) for LEED® and SITES™. The Contractor shall pay all fees associated with registering, applying for, appealing, and otherwise obtaining LEED and SITES certifications. The contractor shall list the U.S. General Services Administration as the owner. The project shall be listed as Non-Confidential.

The Contractor shall:

Take the lead role in coordinating all activities of the various contractors, subcontractors, consultants, and stakeholders associated with the project to maximize the ability to achieve the required LEED and SITES certifications;

- i. Provide all services reasonably necessary to obtain the SITES and LEED® certification levels;
- ii. Review, prepare, collect, and otherwise assemble all documentation needed to support the SITES and LEED® certification submission, including reviewing, analyzing, preparing, and processing any appeals relating to the denial of any credit(s).

The Contractor shall not submit any documentation to USGBC without first obtaining the written approval of the CO.

In preparing the design, the Contractor shall use its professional judgment in deciding how to best design the project to acquire enough credits to achieve the required LEED and SITES certification. That being stated, in deciding which credits to incorporate into the design, the Contractor shall also be cognizant of and consider, among others, the overall scope and nature of the project; the goals of GSA, its tenant agency(s), and the mission of the tenant agency(s); location of the project; and the studies, analysis, and other documents included or attached to this SOW. The Contractor shall submit all possible credits to USGBC, even those more than the required minimum certifications.

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The Contractor shall maintain a complete, accurate, and updated SITES and LEED® rating checklist throughout the project and, in addition, include a copy of same at each design submission.

The Contractor shall provide the CO with a milestone schedule for various submissions required by USGBC. Those milestones might include, but not be limited to, the initial registration; various design stages; various construction stages; commissioning; and post-occupancy. The milestone schedule shall include a requirement that the Contractor submit documentation to USGBC to obtain a final LEED® rating one year following Substantial Completion (as determined by the CO).

g. GSA High Performance Building Tracking gBUILD:

GSA utilizes an online system called the Green Building Upgrade Information Lifecycle Database (gBUILD) to centrally track and report sustainability information for its design and construction program. One of the main purposes of the gBUILD system is to track, document, and otherwise demonstrate compliance with the Guiding Principles (E.O. 13693).

The Contractor shall input information into gBUILD at the following four milestones:

- i. Final Design Concept Submission (after DB Award)
- ii. 35% Design Development Submission
- iii. Pre-Final Construction Documents Submission
- iv. Substantial Completion
- v. Required information for projects includes: scope/technology details; anticipated energy and water performance; and total/diverted tons of construction and demolition waste at substantial completion. For new construction and major modernization projects, the Contractor shall also input information into gBUILD to record compliance with the Guiding Principles Checklist described above. The Contractor shall provide the GSA's gBUILD team (gbuild@gsa.gov) with the name and contact information for the main gBUILD point of contact and any additional employees who will input project-specific information into gBUILD. In addition to inputting information, the Contractor shall work to collaboratively respond to data calls issued by GSA central office ODC within 60 days.
- vi. GSA (gbuild@gsa.gov) will provide the Contractor with system instructions, training, support, and access. The Contractor's gBUILD access is subject to satisfying HPSPD-12 security requirements.

## **5. BUILDING INFORMATION MODELING (BIM)**

The Contractor shall comply with the following BIM Requirements:

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- a. P-100, section 1.10.2.5., standardized facility asset data in IFC-based (Industry Foundation Class) Building Information Models, along with the native BIM format. See P-100 Appendix.
- b. BIM Guide 02 - Spatial Program Validation defines how BIM shall be used to validate spatial program requirements for each phase of design and construction.
- c. BIM Guide 07 - Building Elements elucidates different forms of building information and provides guidance for how such information should be created, modified, and maintained in order to allow it to be utilized by multiple downstream business processes.
- d. BIM Guide 08 - Facility Management defines requirements including the application of COBie (Construction Operations Building Information Exchange) and how to interface with GSA's standardized NCMMS (National Computerized Maintenance Management System).
- e. 2D drawings shall be derived from the BIM model and comply with the PBS CAD standards.
- f. Shall contain site information that is properly positioned in accordance with: (a) a coordinate system in the model space; and (b) a geographic coordinate system in the real world. (Note: models that do not include site information in their primary authoring tool will not be able to export location information to IFC and will be rejected as non-compliant.) See BIM Guide 07.
- g. The Contractor shall attend a BIM kick-off meeting prior to the start of the Concept Design Phase and a second meeting prior to the construction phase (Refer to the Section V, section B, Communications plan for additional meetings and reviews). In addition, the Contractor shall submit the initial BIM Execution Plan (BEP) to the CO during the pre-Design Phase. After submission of the BEP, but prior to its acceptance, the Contractor shall demonstrate all tasks, tools, and workflows proposed in the initial BEP in a live meeting for GSA to verify that the BEP will work as planned. At each design phase, the Contractor shall revise the BEP with input and concurrence from the GSA project team. If new tasks, tools, and/or workflows are included in BEP updates, these shall be demonstrated in live meetings with the GSA project team. See BIM Guide 07.

GSA BIM Guides can be found at <https://www.gsa.gov/real-estate/design-construction/3d4d-building-information-modeling/bim-guides>.

## **6. FIRE PROTECTION & LIFE SAFETY**

Except as otherwise indicated in referenced programming documents, fire protection and life safety design requirements shall comply with PBS-P100, and the GSA fire alarm, fire sprinkler, fire pump and fire stopping guide specifications. In cases where NFPA is silent on an issue, and IBC addresses the issue, the IBC requirement shall apply. The Contractor's registered fire protection engineer shall be a full participant in the Project Delivery Team throughout the Design and Construction Stages of the project, and shall design the fire alarm, fire pump, and fire sprinkler systems. The Registered Fire

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Protection Engineer shall also be responsible for any smoke control systems that may be necessitated by the architect's design.

**7. ACCESSIBILITY**

This project is to be designed to afford full accessibility by disabled persons without having to add separate or special facilities except where specific exclusions from this requirement are provided in applicable standards and criteria documents. Refer to PBS-P100 for specific requirements.

The Architectural Barriers Act Accessibility Standard (ABAAS) is mandatory for all GSA projects. The Contractor is responsible for identifying local accessibility requirements. If local requirements have been established, the most stringent requirements shall prevail between local requirements and the ABAAS.

**8. PHYSICAL SECURITY**

This project is to be designed to meet the requirements established for a Facility Security Level 2, high level building in accordance with the ISC Facility Security Level Standard. Building systems/components are to be designed to meet applicable levels of protection presented in the project specific risk mitigation tables contained in the Interagency Security Committee (ISC) Physical Security Criteria for Federal Facilities, latest version. Because of the uniqueness of a Federal Courthouse, each security element required under the ISC Criteria FSL shall be reviewed and coordinated with the GSA, DHS/FPS and the USMS to determine the site specific ISC requirements. Reference ISC Physical Security Criteria for Federal Facilities, Section 6.0 – How to Apply This Standard.

The Facility Security Assessment (FSA) and Recommended Countermeasures are provided in Section V.

**9. BUILDING TECHNOLOGY SERVICES**

The Contractor shall comply with the requirements for cyber security, Information Technology and Smart Buildings, see Section V, subsection B.

The Contractor shall coordinate the design and construction drawings to ensure all digital control systems and software meet the GSA-specific requirements. This will require the Contractor to schedule multiple reviews with GSA's Building Technology Services Division. There will be a minimum of four such meetings that will generally last approximately four hours each.

**10. UTILITY COORDINATION**

After the NTP the Contractor shall confirm availability of building utilities and shall include resulting building utility information in the final design concept design.

The Contractor shall coordinate with utility company to provide the following:

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- a. Underground primary feeders to utility-owned transformers, without the use of aerial poles and overhead transformers.
- b. All necessary ancillary equipment needed to coordinate the underground primary feed, (e.g. manholes, handholes, and encasements), including routing of conduit and construction paths.
- c. Compliance with P100 Section 6.5.4.1 (Primary Distribution) in regards to reliability requirements concerning primary distribution systems.

GSA Region 8 has many of the Denver Federal Center utilities located and mapped, including those surrounding Building 48. General information including plan drawings are provided in Section V. Additional information related to utilities can be furnished upon request.

**11. BUILDING DESIGN STANDARD (BDS)**

Included with the final construction document submission, the Contractor shall provide a finish, hardware, lighting, and signage schedule, inclusive of details related to wall, floor, ceiling and specialty finishes, as well as hardware, plumbing fixtures, and lighting fixture specifications. This document will guide the facility management staff in selecting finishes in all future alterations to the building, preserving the original design intent as established by the design team.

**12. HISTORIC PRESERVATION**

Building 48 is not on the National Register for Historic Places, nor is it eligible and as such, conformance with the National Historic Preservation Act (NHPA) is not required. Despite this, conformance with the Denver Federal Center Design Guidelines and review by the Regional Historic Preservation Officer will be required for each design submission.

**13. COMMUNITY COLLABORATION**

The Public Buildings Amendments of 1988 (Public Buildings Act) require that federal agencies consult with local officials during the planning and design of federal facilities, to make a “positive contribution to the surrounding landscape.”

Since Building 48 is located on the Denver Federal Center Campus, consultation and collaboration with State/Local community officials and representatives will not be required.

**14. PERSONNEL SECURITY REQUIREMENTS**

This section is otherwise applicable to all contracts under which Contractor personnel will require access to federally controlled facilities. Federally controlled facilities refer to all occupied building areas housing federal operations. Unoccupied building areas under construction are not considered federally controlled facilities, if access to any adjacent or surrounding occupied building areas housing federal operations is separately controlled.

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All Contractor personnel accessing federally controlled information systems are required to have HSPD-12 clearance. Refer to <https://www.gsa.gov/technology/government-it-initiatives/identity-credentials-and-access-management> for additional information.

In the performance of work required under this contract, all Contractor personnel must present proper identification to gain access to occupied building areas housing federal operations. Contractor personnel means Contractor employees and Contractor subcontractor employees at all tiers. This requirement does not apply to unoccupied building areas under construction, if access to any adjacent or surrounding occupied building areas housing federal operations is separately controlled.

Contractor personnel requiring daily/weekly access to occupied building areas housing federal operations, over a period of 180 days or more, shall undergo background investigations conducted by the United States Government, and will be issued Government-wide standard secure and reliable forms of identification issued by the Federal Government (i.e., federal personal identity verification (PIV) credentials) as required under Homeland Security Presidential Directive-12 (HSPD-12). Credentialed Contractor personnel must wear their PIV credential cards visibly above the waist always while in occupied building areas housing federal operations.

All other Contractor personnel requiring access to occupied building areas housing federal operations will be issued visitor badges upon entry, must wear their visitor badges visibly above the waist, and must surrender their visitor badges upon exit.

All non-PIV credentialed Contractor personnel must be escorted always (including after hours) while in occupied building areas housing federal operations. The escort must be a PIV credentialed individual who has been found suitable after completion of the required background investigation.

The Contractor shall provide the documents required above to the GSA or directly to the designated DHS representative, at least 60 days before the subject individuals will require daily/weekly access to building areas housing federal operations. The documents required for each applicant shall be provided in a separate sealed and secure envelope.

Contractor personnel for whom background investigations have been requested must appear at least once in person before the designated DHS representative and present two acceptable original identity source documents. One of these documents must be a valid (unexpired) picture ID issued by a state government or the federal government.

Contractor personnel requiring daily/weekly access to building areas housing federal operations may be in possession of previously issued valid federal PIV credentials. For each such Contractor employee (including Contractor subcontractor employees), the Contractor shall provide evidence verifying that the employee: (1) possesses a valid (unexpired) federal PIV credential; and (2) has undergone the required suitability or national security level investigation comparable to or higher than that required on this

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contract. If both conditions cannot be met, a new background investigation shall be required.

**15. PROFESSIONAL ETHICS AND STANDARDS OF PRACTICE**

In the conduct of all activities required for or otherwise related to the performance of the contract work, the DB Contractor shall conform to and uphold all established ethical principles and professional standards of practice governing the DB contractor segment of the construction industry, including the International Union of Architects (UIA) Accord on Recommended International Standards of Professionalism in Architectural Practice, the American Council of Engineering Companies (ACEC) Ethical Guidelines, and the tenets of professional ethics contained in the Design-Build Institute of America (DBIA) Design-Build Manual of Practice.

The Contractor shall establish and maintain communication and professional relationships with GSA, tenant agency representatives, and all Project Delivery team members throughout all project stages. Where differences of opinion exist between the Contractor and GSA, the Contractor shall not discuss them in the presence of third parties.

**D. PROJECT MANAGEMENT**

The Management Approach shall provide a complete, concise narrative addressing all management issues, project implementation requirements, and contract administration. Including the following:

- a. Updated Organization Chart and supplemental resumes for key personnel
- b. Baseline schedule
- c. Quality Control Plan (QCP)

The Management Approach shall document the Contractor's management strategy and approach to successful implementation of the project. The narrative shall provide sufficient detail to assure the Government that design, construction, product delivery, performance, and all other aspects of the project are in accordance with the SOW requirements. Specific management plans shall be updated in support of the Management Approach and will serve as a coordination tool between the DB, the Government, CMA and the CxA. The Management Approach describes coordination, scheduling, communication, and quality control methods.

**1. PURPOSE**

The Management Approach describes the Contractor's plan for successfully completing the project, demonstrating how the Contractor shall facilitate the achievement of project goals and fulfill project requirements and the time frame for accomplishing the project.

**2. ORGANIZATION**

Describe team composition and how resources shall be allocated to the project. Address how the Contractor shall execute the project using the proposed organization and

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organizational components. Show contractual relationships and reporting relationships between organizational elements participating in the project in an organization chart. Include a project contact directory.

### **3. COST CONTROL AND COST TRACKING**

Provide a detailed description of cost control measures to be used by the Contractor. Include description of methodology to track shell/tenant costs and security costs per the GSA Pricing Desk Guide. The Cost Control and Cost Tracking shall conform to requirements outlined in Section H below for requirements.

### **4. SUBCONTRACTING, AFFIRMATIVE ACTION, AND EEO**

Where reasonable and feasible, the Contractor's plan shall provide notice of project-related job openings to the designated administrator of the City's affirmative action program.

### **5. SCHEDULE**

The Schedule is a stand-alone element of the Management Approach. The Contractor shall develop a project schedule narrative and a project schedule identifying key milestones in CPM network format. The schedule shall run from nominal contract award date through substantial completion of construction and all punch list items. The network logic must be linked, and the logic must show the general management approach to designing and constructing the project. A full CPM Schedule with cost and resource loaded activities shall be developed and submitted within 120 days of Contract Award. The schedule shall conform to requirements outlined in Section V, Division 1 Specification 013110.

### **6. QUALITY CONTROL PLAN (QPC)**

The QCP is a stand-alone element of the Management Approach. The Contractor shall provide a detailed description of the methodology to be used to incorporate post-award design changes resulting from design development and refinement of the Contractor's accepted offer.

The QCP for the entire facility should be closely coordinated with the Commissioning Program provided by the Government's CxA contractor. It is intended to document those inspections and/or tests necessary to assure the Government that Product delivery, quality and performance are as required. It also serves as an inspection coordination tool between the Contractor, the Government, and the CMA and the CxA. The QPC plan shall be submitted with the Final Concept Design Review and updated in subsequent submittals.

#### **a. QCP Content**

The QCP should include discussion of QC organization plan. Identify roles and responsibilities of the Contractor staff to execute the QCP. For each performance requirement, the QCP shall identify: item/system to be tested, exact test(s) to be



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performed, measured parameters, inspection/testing organization, and the stage of construction development when tests are to be performed. The Contractor shall organize the QCP into volumes, corresponding to Inspections and Tests.

The Contractor shall organize inspection/testing descriptions in accordance with Construction Specifications Institute (CSI) divisional headings, chronological/sequence or combinations thereof to delineate all facets of design and construction.

b. QCP Component Divisions and Subdivisions

For each divisional heading as listed in master format, the Contractor shall identify all installations, subsystems, equipment items, and/or components which influence compliance with applicable requirements, operation, function, quality or demonstrates attainment of performance requirements.

c. Coordination with Commissioning Program

The Contractor shall insure that the QCP is closely coordinated with the Government-provided Commissioning Program. Requirements that are common to both programs require coordination with the Commissioning Authority but do not require duplication. The Commissioning Plan and Division One section for the Commissioning Plan details the requirements of all Parties as they relate to the Commissioning Program.

d. Test Parameters

Identify each test parameter and represent each operating condition and all control modes of operation for facility components not covered under the Commissioning Program. For operating equipment, tests shall typically include the following for each mode of operation; capacity, flow rates, inlet/outlet conditions (temperature/pressure), power consumption, efficiency, verification of sequence start-up/shutdown, alarm conditions, utility sub-metering, noise generation, and observed deficiencies or improper operation. Lighting tests shall identify foot candle readings, verification of automatic control and working condition of electrical sub-metering. Power systems shall typically involve measuring voltage/spikes, current draw, ground resistance and working condition of electrical sub-metering. For static architectural/structural systems, tests shall typically include verification of location, item counts, material tests, finish grades, clearance/accessibility, etc.

e. Test Report

For each inspection/ adjustment/ test parameter, identify the inspection/ test procedures, required preparation, adjustments contemplated, test result comparison to that designed, time of occurrence, mode of operation, and the firm(s) to perform/ witness the work.

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## f. Submissions

The QCP shall be completed in the Design Development phase.

- g. During Construction, the Contractor shall update the Quality Control Plan at least four weeks prior to performing referenced tests, notifying the Government's Contracting Officer's Representative (COR), the Government's Project Manager (PM) and the CM of schedule and procedural changes.

For additional information, refer to Section V, subsection E, Specification 014000.

**7. COMMUNICATIONS PLAN**

The Contractor is responsible for developing and complying with a project Communications Plan. This plan, in consultation with the stakeholders, will be used and maintained throughout the project and modified as necessary to suit each project phase.

The Contractor is contractually responsible to the GSA only and not to other contractors, tenant agencies or local community interests where the project is located. The Contractor shall direct all questions and requests from tenant agencies and local community interests to the GSA. Prior to contacting any parties other than the GSA regional personnel, the DB Contractor shall confirm all meetings and/or communications with the GSA.

The Contractor shall not release any oral, written or graphic information regarding this project to outside sources without obtaining prior consent from the GSA. All requests for information concerning the project must be referred to the GSA for response.

All presentations to non-GSA entities must be first approved by the GSA.

## a. Project Progress Meetings/Presentations

During the Design Stage and the Construction Documents Phase, the Contractor shall host project progress meetings, and/or presentations, with GSA and primary tenant group heads as required to keep all parties apprised of the design progress/status and impending activities. These meetings may coincide with meetings/presentations required below under the Scope of Services. The Contractor shall also host special project technical meetings as needed involving Project Delivery Team technical disciplines.

After construction begins, the Contractor shall conduct separate weekly progress meetings with the tenants and with the GSA/CMA. GSA reserves the right for GSA or the CMA to attend weekly subcontractor meeting(s).

## b. Meeting Agendas, Attendance, Minutes and Correspondence

The Contractor shall prepare and distribute an agenda for each Contractor hosted project meeting, in advance of the meeting date. Contractor representation at all

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meetings shall include those individuals having knowledge of the agenda topics and authority to make decisions and commit resources.

The Contractor shall provide minutes of all Contractor hosted project meetings and presentations to all attendees identifying new and unresolved old action items and associated responsible parties. Minutes shall be provided within three calendar days after each meeting. The Contractor shall reply to correspondence from GSA construction subcontractor within seven calendar days.

## **8. DESIGN QUALITY ASSURANCE**

The GSA requires that the Contractor's submissions shall undergo two general types of design review: Owner's Review, and Codes and Standards Review. The GSA staff and the customer agencies shall conduct reviews of the Contractor's submissions. The GSA Office of Project Delivery may also conduct an independent quality assurance/quality control review. These GSA reviews shall focus primarily on owner's review, but may also address codes and standards issues. GSA shall perform the following design quality assurance reviews as described below:

- a. Owner's Review: The Government shall review and provide thorough and detailed written review comments. The purpose is to ensure that established functional, aesthetic and spatial requirements of the project are satisfied. The Government shall review to assure that:
  - i. The design is responsive to the GSA program goals, objectives and priorities.
  - ii. The completed facility can be efficiently operated and maintained.
  - iii. The design adequately and efficiently accommodates the space program.
  - iv. Interests of local community groups and other external stakeholders are considered and accommodated to the extent possible.

The Government shall perform a focused commissioning design review as provided in the GSA PBS Building Commissioning Guide.

- b. Codes and Standards Review

The Government shall perform a codes and standards review and provide thorough and detailed written review comments. The purpose is to ensure that the DB Design Team's design complies with applicable regulations, codes, and standards referenced in the standards and criteria documents listed above under performance objectives.

- c. The Constructability of the project as designed is the sole responsibility of the Contractor. To ensure that the design can be constructed within schedule and budget and that the sequencing of construction is planned for optimum efficiency, the Contractor shall assure that:
  - i. The level of design complexity is consistent with the project's schedule and budget constraints.

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- ii. Materials, processes, equipment and labor are appropriate and available.
- iii. Construction work required is in conformance with standard construction practices, and equipment, products, materials, fixtures, etc. are readily available in the marketplace, to the maximum extent possible.
- iv. Building systems are compatible and viable.
- v. Drawings and specifications are complete and thoroughly coordinated among disciplines.
- vi. Drawings and specifications are complete and accurately reflect coordination with tenants or tenant's consultants regarding furniture, A/V equipment, and security and data requirements.
- vii. Defects, omissions, inconsistencies, conflicts, and ambiguities in documents are identified.
- viii. Drawings are coordinated for multiple construction phases, if applicable.
- ix. Site and building access, logistics, available storage and tenant occupancy requirements are accommodated.
- x. Existing conditions are shown correctly and adequately.
- xi. Construction options and unit prices are logical, thoroughly described and understandable.
- xii. Construction details are appropriate, complete, thoroughly described and workable.
- xiii. General requirements items are thorough and properly addressed.
- xiv. Construction documents and construction phasing provide for continuous use of all building systems (including phone, data, fire alarm, security etc.) during all construction.
- xv. Construction duration, phasing, and subcontracting plans are reasonable and logical.

d. Design Review Procedures

All design reviews will be coordinated through GSA. The CMA may coordinate with the reviewing parties as necessary to reconcile any conflicting comments and consolidate all reconciled design review comments into a single design review report including the CMA, CxA and the GSA review comments.

- e. Prior to the first scheduled design review, GSA with assistance from the CMA will provide a procedure for conducting all design reviews required under this contract. The procedure shall include a list of participants, the responsibilities of participants, the physical location of design reviews, and a detailed schedule of review activities consistent with the review and response times specified below:

- i. All reviewing parties shall be required to return comments no later than 7 calendar days prior to the end of the corresponding review period
- ii. The CMA will prepare and submit the design review report within 7 calendar days after comment due date.

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- iii. The Contractor shall respond in writing to the design review comments within 14 calendar days after receipt of the design review report.

**9. PARTNERING**

Partnering requirements are identified in Section V, subsection E, Specification 013100. The Contractor shall schedule and facilitate one partnering session which will occur post award.

**10. COMMISSIONING**

GSA's design criteria document, the Facilities Standards for the Public Buildings Service (P-100), requires all GSA capital construction projects to employ Total Building Commissioning practices, as identified in the Building Commissioning Guide (provided in Section V and found at <https://www.gsa.gov/real-estate/design-construction/commissioning/commissioning-program>). The Commissioning Team (as defined in the Building Commissioning Guide) is responsible for working as a cohesive team to assure that all the steps in the commissioning process are completed and the facility objectives are met. The Commissioning Roles & Responsibilities Matrix on pages 9-11 of the Guide provides a summary of individual roles and responsibilities of the Commissioning Team members.

**11. DOCUMENT SECURITY**

Sensitive But Unclassified (SBU) building information shall be generated and/or shall be disseminated to and stored by various parties during the execution of the project. SBU building information is information that, if misused, poses a potential security risk to a building, its occupants and visitors, and/or its contents. The Contractor shall comply with the following requirements regarding SBU building information. The requirements for handling, disseminating and storing SBU building information are outlined in GSA Order PBS 3490.1.

**12. ELECTRONIC AND PRINT MEDIA SUBMISSIONS****a. CAD Standards**

Starting with the Design Development Submission all drawing materials submitted by the Contractor shall be in accordance with the GSA National CAD/CIFM Standards. Go to <http://www.gsa.gov/cifm> for requirements.

**b. BIM Media**

Spatial program building information models required with the Contractor preliminary and final design concept submissions shall be submitted in both the native file format of the BIM authoring tool and in Industry Foundation Classes (IFC) format. BIM deliverables will supplement, and not replace, the PBS CAD Standard and deliverables. See GSA BIM Guide Series 02 Spatial Program Validation for specific requirements: <http://www.gsa.gov/bim>.

**c. Other Electronic Documents**

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In addition to any hardcopy submission requirements, all design submissions must also be submitted in electronic format. All electronic media must be in a form readable by standard office automation applications.

d. Plans and Specifications

The Contractor shall provide six (6) number of hardcopy sets of plans and specifications at each required design development and construction documents submission. These will be distributed to all parties by the Contractor. The size of prints (e.g. full/half-size plans) will be as directed by the GSA.

### **13.RECORD KEEPING**

The CMA is responsible for preparing correspondence and other documentation and maintaining accurate and detailed records of the project's progress during each phase. Otherwise refer to the ePM section below for additional records management details.

### **14.CONSTRUCTION SUBMITTAL RFI PROCESSING**

Refer to Section V, subsection E Specification 013300 for construction submittal procedures. The CMA may manage and document the processing of the Contractor submittals and Requests for Information (RFI's) on behalf of GSA.

### **15.CONSTRUCTION STAGE GENERAL REQUIREMENTS**

The construction specifications must be prepared following the format identified in the P-100. The specifications must include instructions to subcontractors and Division 1 edited to GSA requirements and developed to a level corresponding to the level of completion of design.

## **E. RISK MANAGEMENT**

### **1. RISK MANAGEMENT WORKSHOP(S)**

The Contractor shall participate in three (3) Risk Management Workshops that will be conducted at Building 41 of the Denver Federal Center. During these sessions, the parties will use the Construction Industry Institute's Risk Registry to assess risks and opportunities for the project. Each Workshop is estimated to last roughly four (4) hours in duration.

### **2. RISK REGISTRY**

The Contractor shall assist GSA in preparing and maintaining a Risk Registry that will be used to identify, categorize, quantify, and appropriately address key risks and opportunities.

## **F. ELECTRONIC PROJECT MANAGEMENT SYSTEM (ePM)**

### **1. GENERAL**

The Contractor shall use GSA's web-based electronic Project Management (ePM) system, which is a fully configured version of Meridian Systems' Proliance Construction

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Management Software. ePM is a web-based project management tool which provides GSA with an automated workflow, collaboration, document management and project management solution to assist GSA in the management of design and construction projects. ePM is integrated with GSA's gBUILD (Green Building Upgrade Information Lifecycle Database) to avoid double-entry of basic project information from ePM such as project name, narrative and PM name.

GSA uses ePM throughout the design and construction phases as a repository for all project information and as a tool to manage and monitor progress and modifications. Unless as otherwise provided (e.g. sustainability information for gBUILD), the Contractor shall rely exclusively on ePM to post, review, access, comment on, collaborate, or otherwise submit all project information.

Information related to ePM, including FAQs and Quick Reference Guides, is located at <https://www.gsa.gov/real-estate/design-construction/electronic-project-management-epm>.

## **2. STANDARDS AND CRITERIA DOCUMENTS**

The Contractor shall effectively manage the ePM database including maintaining adequate staffing levels and ensuring that personnel attend the mandatory GSA-provided training sessions.

The Contractor shall use ePM to upload, store, capture, preserve, record, maintain, update, and route all project-related documentation to comply with GSA's Document Security Requirements. Classified material is not permitted to be stored in this system.

The Contractor shall use the workflow processes contained within ePM to submit and receive approval for all project deliverables.

The Contractor shall continuously monitor and review ePM to ensure the Contractor data is current through the completion of the close-out phase of construction.

The Contractor is required to store documents from their subcontractors and vendors in ePM. If a subcontractor or vendor does not obtain an ePM license, the Contractor will be responsible for uploading and processing documents in ePM on their behalf.

## **3. CONTENTS OF ePM**

The Contractor shall use ePM as the electronic filing cabinet for all project-related correspondence and submittals. The contract and SOW specify certain documentation that the Contractor shall provide during performance of the contract.

The Contractor is required to timely and accurately post, review, respond, and collaborate with other team members using the features and/or workflow processes within the ePM system. The Contractor and GSA will decide on those most applicable to the particular project, which may include any or all of the following:

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- a. Project Team Directory: Provide an updated directory of contact information for all companies, subcontractors and project team members who are engaged on this project in their control.
- b. Schedules: Post, review, and/or respond to schedule updates within the ePM system.
- c. Meeting Minutes: Enter meeting agendas, records and minutes in the system for all applicable meetings as designated by the GSA PM.
- d. Project Correspondence: Manage and maintain all incoming and outgoing correspondence and associated logs for all correspondence in their control.
- e. Budget and Cost Management: Provide estimates and work breakdown structure (WBS) to provide GSA with accurate budget/cost analysis.
- f. Contract Management: Provide administration of all contract tasks related to the project in their control.
- g. Pay Applications Requests (Invoices): The DB Contractor shall create invoices for review by GSA. Once the invoices are agreed to by GSA then the invoices should be submitted too GSA per the instructions given by the Contracting Officer.
- h. Progress Photos – DB and CMa Contractor shall upload all progress photos into the system. See Section V, subsection E1, Specification#013220.
- i. Permits & Approvals – DB Contractor shall upload and maintain current copies of all permits and agency approvals that relate to the project.
- j. Design Drawings/Design Packages – DB Contractor shall submit design drawings and design packages into the system.
- k. Design Review Comments – Post and/or respond to design comments related to his/her role in the project team and in their control.
- l. Daily/Progress Reports – The DB Contractor identified in e-PM shall maintain construction progress reports, daily reports/logs, and documentation of inspections.
- m. Inspection Reports – Maintain inspection reports on materials and/or workmanship to assure compliance with all construction requirements.
- n. Safety/Injury Reports – Maintain reports on construction contractors' compliance with current safety regulations and standards.
- o. Punch-Lists – Maintain list(s) of observed defects and omission
- p. Request for Information (RFI) – The system shall manage the RFI process and all Request for Information shall be entered and responded to by the DB Contractor within the e-PM system.
- q. Issue Tracking – DB Contractor to log and respond to issues that are related and affect other stakeholders within the project team.

**4. EQUIPMENT**

GSA will not furnish any equipment related to accessing ePM. ePM is web-accessible and can therefore be accessed via any compatible computer.

**5. TRAINING**

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GSA will provide in-house training to familiarize team members with the ePM system. Training will occur in Building 41 of the Denver Federal Center. GSA will not reimburse the Contractor for any travel related to any ePM training.

**6. SUPPORT**

GSA will provide ePM system administration and end-user support for the duration of the project. The ePM minimum requirements (including IT equipment) can be found at: <http://www.gsa.gov/epm>.

**7. PERSONNEL REQUIREMENTS**

An HSPD-12 (Homeland Security Presidential Directive 12) security clearance is required to access ePM. Project team members without an HSPD-12 clearance will need to work with the GSA Project Manager to initiate the clearance process and request a temporary waiver for ePM access until clearance can be confirmed. A waiver means that once the individual's HSPD-12 clearance is confirmed, an ePM username and password will be provided. (The Contractor may not assume that a waiver will be granted.) Further information on HSPD-12 may be found at the following website: [www.gsa.gov/hspd12](http://www.gsa.gov/hspd12). The time to process and obtain clearances may vary in length.

Additional information can be found in Section V, subsection E, Specification 015930.

**8. DATA OWNERSHIP**

GSA shall retain ownership of all data in the ePM system and shall administrate and distribute all information contained therein.

**G. SCHEDULE MANAGEMENT****1. DETAILED PROJECT SCHEDULE DEVELOPMENT AND MAINTENANCE**

The Technical Specifications for the Project Schedule Development and Maintenance are provided in Section IV, References; Section E, Specifications, Division One. The Contractor shall assist GSA in the development and maintenance of the master project schedule, limited to the project activities in which the Contractor is responsible. The master project schedule shall conform to the milestones and durations provided in the GSA master project schedule.

Before starting work, the Contractor shall develop and provide a detailed schedule for completion of all Design Stage activities, tasks, and submissions required herein, leading up to and including the final design development submission(s). After the Contractor receives notice to proceed with the Construction Stage work, the Contractor shall provide and maintain a detailed schedule for completion of all Construction Documents Phase activities, tasks, and submissions required herein. The Contractor schedules shall itemize all required submission dates and review durations, and shall conform to the milestones and durations provided in GSA overall schedule and the Project Duration and Schedule Milestones provided in Section E. The Contractor shall also provide and maintain the construction schedules as further described elsewhere.

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After approval by GSA, the Contractor schedules shall be incorporated into the master project schedule.

The Contractor shall provide monthly schedule updates to the GSA/CMA, showing progress on and completion of all required Design Stage services and Construction Stage Work. The Contractor shall immediately notify the GSA and the CMA of any anticipated delay in performance of the work. As the work progresses, the CMA shall provide monthly updates of the master project schedule to the GSA. If the schedule updates indicate that previously approved schedules may not be met, the CMA shall give immediate notice and make appropriate recommendations to the GSA and the Contractor.

The Government will consider Contractor proposals that involve fast-tracking (overlapping the design and construction stages to achieve a shorter overall schedule that leads to a lower overall cost).

## **H. COST MANAGEMENT**

- a. The estimated cost of construction (ECC) as provided in the Contractor proposal, including any modifications that have resulted from the final contract negotiation, shall serve as the baseline budget for the project at the time of award of the DB contract.
- b. At the time of final settlement of the DB contract (or at an earlier time specified by GSA), the Contractor shall assist GSA in establishing a final breakdown of the total DB contract amount into a core and shell component and TI and security components for each tenant (i.e. each client billing record). in accordance with the GSA Pricing Desk Guide (refer to <https://www.gsa.gov/real-estate/real-estate-services/rental-policy-procedures/rent-pricing-policy>).
- c. Building Shell and Tenant Improvements are defined in sections 2.4.1 and 2.5.2 of the GSA Pricing Desk Guide, 5th Edition, relatively.
- d. The Contractor and GSA shall agree on the Contractor breakdown of the baseline cost allocation budget.
- e. The Contractor shall update the cost allocation budget after completion of the Design Development Phase. With this update, the Contractor shall provide supporting cost estimates of elements that have changed. Contractor must ensure:
  - i. Line item breakdowns are correct and consistent.
  - ii. All design elements are included.
  - iii. Unit costs are reasonable.
  - iv. Quantity takeoffs are accurate.
  - v. Level of detail is appropriate to the phase.
  - vi. Cost escalation factors are appropriately applied.
  - vii. Balance of costs among building systems is acceptable.
  - viii. Balance of core/shell and TI/security costs is acceptable.
  - ix. Up-to-date scope modifications are reflected.

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x. Formats are correct.

- f. The Contractor shall be responsible to reconcile any significant differences between the updated baseline construction budget breakdowns and the previously agreed upon breakdowns. For the Uniformat level 2 breakdowns, Contractor reconciliation shall include justification of any significant differences between the Uniformat level 2 line items. Upon approval by GSA, the reconciled breakdowns shall serve as the baseline cost allocation.

## **I. CHANGE MANAGEMENT**

The Contractor shall submit all requests or recommendations for change(s) to the project scope to GSA for approval. Request shall include a cost estimate and impact to the schedule.

## **III. SCOPE OF SERVICES**

The Contractor shall perform all services described in this Scope of Services (including services required under exercised options, if any) in accordance with applicable requirements and provisions set forth in the General Requirements of Section II.

### **A. PROJECT START-UP**

#### **1. SITE PREPARATION**

All buildings and site improvements located on the site shall be removed by the Contractor. Site preparation activities including, but not limited to: site protection, demolition, excavation, utility relocation, soil testing, environmental remediation, demolition of landscaping, sidewalks, street, paving, curbs, etc. No city-owned trees shall be removed along the site perimeter without GSA approval. The Contractor shall protect and preserve remaining trees.

a. Site Signage

Provide Site Signage per the direction of the GSA Contracting officer as identified in P100.

b. Site Utilities

Although alteration of site utilities is not anticipated to be part of the scope of this project, but dependant of the Contractor's design and construction approach the Contractor shall be responsible for the removal and relocation of all utilities as required by GSA, and all other service providers. Any disruption of service to the surrounding buildings shall be kept to a minimum and coordinated by the contractor in conjunction with the CMA to the affected building occupants. Any cost due to the relocation of the main and feed lines to the surrounding buildings

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shall be the responsibility of the Contractor. All site and utilities work is to be done in accordance with the GSA requirements.

c. Groundwater Study

Depending on the amount of excavation required, there is a potential that soil and groundwater contamination may be encountered. Although soil and groundwater contamination areas have not been identified, additional investigation and characterization of soil/water is required.

The Contractor shall utilize the services of an environmental consultant and determine the effective strategies to mitigate soil and groundwater contamination issues.

Results of a recent environmental study are provided in Section V, subsection F.

d. Geotechnical Study

The Contractor shall employ the services of a geotechnical engineering consultant to prepare a geotechnical soil report for the site as needed to accomplish the scope. Location of soil borings shall be the responsibility of the Contractor.

e. Environmental Screening

Although site work of this type is not anticipated to be part of the scope of this project, however dependent of the Contractor's design and construction approach the Contractor shall perform environmental screening to uncover potential exposures to hazardous materials. Prepare a site- specific investigation and develop recommended mitigations to block gases from migrating into the structure. Provide a vapor intrusion barrier as part of the site preparation. Refer also to Vapor Intrusion Pathway: A Practical Guideline, developed by Interstate Technology & Regulation Council, January, 2007.

## **B. PRE-AWARD - DESIGN STAGE**

Pre-Design information is as provided in the contract RFP and all associated documents.

## **C. PRE-DESIGN PHASE - AFTER AWARD**

### **1. BIM COORDINATION AND EXECUTION PLAN (BEP)**

The Contractor shall use BIM to prepare design deliverables for all project phases. Submissions shall:

- a. Comply with the contract, P-100, POR, applicable GSA BIM Guides, project budget and schedule requirements; and

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- b. Address coordination, U.S. Green Building Council (USGBC) LEED® scorecard, COBie data, materials compatibility, tolerances, consistency, constructability, program, codes, and means and methods.

In addition to other requirements set forth herein, the Contractor shall:

- i. Submit BIM deliverables for all project phase submissions.
- ii. Ensure deliverables include: (a) standardized facility asset data in IFC-based (Industry Foundation Class) Building Information Models; (b) native file BIM.
- iii. Ensure deliverables include GSA's standardized NCMMS (National Computerized Maintenance Management System) data in open standard COBie (Construction Operations Building Information Exchange) format.
- iv. Ensure deliverables (whether submitted in native or IFC format) contain site information that is properly positioned in accordance with: (a) a coordinate system in the model space; and (b) a geographic coordinate system in the real world. (Note: models that do not include site information in their primary authoring tool will not be able to export location information to IFC and will be rejected as non-compliant.)
- v. Ensure deliverables comply with the requirements in all BIM Guides. BIM Guides can be found at [www.gsa.gov/bim](http://www.gsa.gov/bim).
- vi. Ensure BIMs are setup to allow 2D deliverables to be derived directly from the model. 2D deliverables that are derived from the BIM must comply with the PBS CAD standards found at [www.gsa.gov/cad](http://www.gsa.gov/cad).
- vii. Update and resubmit the BEP with each project phase submission.
- viii. Provide 3D PDF model deliverables suitable for customer communication/visualization.
- ix. Submit a Clash Detection Report (CDR) from automated model checking software to indicate level of model coordination. The Contractor shall resolve clashes in the design documentation to the maximum extent practicable prior to submitting the CDR. The Contractor may eliminate clashes from the CDR that can be resolved by a single consultant or subcontractor without coordination with the larger project team. Clashes that require coordination across disciplines and project stakeholders, whether resolved or unresolved at the time of submission of the CDR, must be included in the CDR. For any unresolved clashes indicated in a final CDR for a deliverable, the Contractor shall provide a separate narrative explaining why the clash could not or need not be resolved.
- x. Include sufficient detail in the BIM including but not limited to materials, finishes, and hardware to enable utilization of the BIM to perform quantity takeoff (QTO) in support of project estimating. Where necessary for cost estimating per the GSA Cost Estimating requirements, the Contractor shall provide information for QTO at or above LOD 350.

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- xi. Daylight analysis: The Contractor shall perform daylight analysis using a virtual model and an IFC-compliant daylight analysis tool. Utilize the design BIM to increase the accuracy and efficiency of daylight modeling by including appropriate BIM geometry, model elements, and model element properties. Model element properties required for daylight analysis include but are not limited to material reflectivity and emissivity and surface roughness. Utilize the IFC BIM to coordinate the design BIM and the model used in the daylight analysis tool. Provide a narrative report with the results of this analysis. The daylight analysis shall comply with BIM Guide 05.
  - xii. Blast analysis: The Contractor shall perform blast analysis using a virtual model and an IFC-compliant blast analysis tool. Comply with all GSA blast analysis requirements. Utilize the design BIM to increase the accuracy and efficiency of blast analysis by including appropriate BIM geometry, model elements, and model element properties. Model element properties required for blast analysis include but are not limited to structural properties of the building and site and material properties of blast-resistant finish materials. Utilize the IFC BIM to coordinate the design BIM and the model used in the blast analysis tool. Provide a narrative report with the results of this analysis.
  - xiii. Energy analysis: The design BIM shall accurately represent the building envelope and all spaces, thermal zones, floor slabs, walls, and equipment required for an energy simulation. The design BIM shall also include in each model element the properties required for energy simulation including but not limited to material thermal properties, space loads, space conditioning attributes, and equipment operational information. Provide a narrative report with the results of this analysis. The energy analysis shall comply with BIM Guide 05.
- c. For each project phase submission, the Contractor shall:
    - i. Facilitate/Participate in an in-person or virtual collaborative BIM-assisted design review meetings to gather feedback from all project stakeholders
    - ii. Review and respond to GSA and stakeholder design submission comments
    - iii. Incorporate prior GSA-approved design submission review comments and value engineering proposals into subsequent design submissions.

**D. DESIGN STAGE SERVICES****1. PROJECT MEETINGS**

During the Design Stage and the Construction Documents Phase, the Contractor shall host monthly project progress meetings with the GSA and primary tenant group heads as required to keep all parties apprised of the design progress/status and impending activities. These meetings may coincide with meetings/presentations required below

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under the Scope of Services. The Contractor shall also host special project technical meetings as needed involving Project Delivery Team technical disciplines.

After construction begins, the Contractor shall conduct weekly progress meetings and subcontractor meetings. The Contractor's Project Executive shall attend GSA hosted monthly construction oversight meetings with representatives from the Customer Agencies and the Project Delivery Team.

**2. DESIGN SUBMISSIONS AND REVIEWS**

Refer to Section II, Sub Section 8 d. Design Review Procedures. The Contractor shall assist the CMA in reconciling design review comments, and provide written responses to all comments.

**3. DESIGN EXCELLENCE PEER REVIEWS**

The Contractor shall participate in Design Excellence Reviews as described in Section II, C 1.

**4. COMMISSIONER PRESENTATION**

The Contractor shall participate in Design Excellence Reviews as described in Section II, C 1.

**5. DESIGN QUALITY REVIEWS**

The Contractor shall participate in Design Quality Reviews that will be performed by an independent third-party review team at three stages of project design. The Contractor will be required to complete the Design Quality Review Questionnaire and submit it to the CO along with one complete set of design submittal documents including models, drawings, specifications, and design narratives.

**6. DESIGN STAGE COMMISSIONING****a. Commissioning Record Outline**

Review and comment on the CxA commissioning record outline.

**b. Design Stage Commissioning Plan Updates**

Review and comment on the CxA commissioning plan updates defining roles and responsibilities for Project Delivery Team members in managing the commissioning process during the Design Stage.

**c. Design Stage Commissioning Coordination Meetings**

Participate in Design Stage commissioning coordination meetings with the Project Delivery Team.

**7. ART IN ARCHITECTURE PROCUREMENT**

An AiA artist will be procured under a separate contract, to be coordinated during design and construction.

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The Contractor shall participate in meetings with the GSA Regional Fire Protection Engineer (FPE)/Authority Having Jurisdiction (AHJ) to review design compliance with all applicable codes and P-100 requirements at each design phase submission. Refer to the PBS P-100.

**9. OWNER'S PROGRAM OF REQUIREMENTS**

At each Phase within the Design Stage, the Contractor shall assist the CMA in reviewing and updating the POR documentation for additional detail and clarity. Incorporate the results of the POR review in the design narratives accompanying each design submission. The design narratives will serve as the Basis of Design (BoD).

**E. CONCEPT DESIGN PHASE****1. CONCEPT DESIGN COORDINATION****a. Partnering Session**

Facilitate and attend a one-day partnering session with principal Project Delivery Team members prior to the start of work on the Concept Design Coordination and Refinement Phase. Conduct program review meeting prior to the start of work as a part of the Partnering Session.

**b. Site Investigation**

Review and validate site conditions, existing studies, surveys, analyses, and reports, and identify additional services and tests that are required to fully document the project prior to the Partnering Session

It is the Contractors responsibility to investigate and verify the accuracy of all drawings, existing condition documents, and government furnished information.

The Contractor shall perform all investigation activities necessary to accomplish the general scope.

The Contractor's services shall include, but not be limited to, sampling, testing, and any other survey required to complete the design and construction.

**c. Concept Phase Security Review Meeting**

Conduct a security review meeting with GSA and tenant participants. Contractor participants shall include landscape/civil designer, architectural team, ballistics and blast specialists as well as any other security consultants that are part of the Contractor Design Team. The purpose of the meeting is to review and confirm security assumptions and criteria that were established in the RFP package. This review may take place in Washington, D.C.

**d. NEPA Coordination**



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Coordinate with the GSA environmental consultant to ensure that the design concept is coordinated with the NEPA environmental assessment/impact statement.

e. NHPA Section 106 Coordination

Not applicable.

f. Urban Design Review Boards

Not applicable.

g. LEED and SITES Registration

Register the project with US Green Building Council for LEED® certification and the GBCI for SITES certification, and pay the registration fee.

h. BIM Execution Plan and Coordination

Contractor to develop and coordinate with GSA and all project stakeholders to ensure that all parties agree with the BIM Execution Plan.

i. Integrated Design Review

The Contractor shall conduct an Integrated Design review with GSA Central and Regional Office Subject Matter Experts (SMEs). Allow at least two weeks of notice for the Office of the Chief Architect to confirm participation of SMEs.

## **2. DESIGN CONCEPT SUBMISSION - AFTER AWARD**

Provide a design concept submission, in accordance with the submission requirements listed in PBS-P100 and the following additional requirements:

a. Sketches

Floor plans shall show service routes, special circulation systems such as public and secured circulation system in clear detail and differentiated in color. Plans shall show general space blocks identifying core elements, major tenant groupings, public areas, and other spaces contributing to the general quality of design schemes. The routing of public, secured, and restricted circulation shall be demonstrated from building entry points to all probable destinations. Provide overlay of existing to new construction to show relationships and assist in initial phasing concept.

b. Model

Provide a virtual 3D building information model in accordance with GSA PBS BIM Guide Series 02 (<http://www.gsa.gov/bim>) to support space program validation at the preliminary design.

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Provide renderings which provide an overall sense of space and articulate the concept design direction.

c. Design Narrative

The space program statement/reconciliation shall address the preliminary concept scheme and each tenant group, indicating parking, overall building gross area, and space efficiency, comparing the space provided to the space program in the smallest space unit possible at this phase.

- i. Discussion of proposed materials for exterior closure, major interior finishes and lighting fixtures. Establish proposed quality levels.
- ii. Present and submit finish samples at GSA/tenant design review meeting.
- iii. Integrated energy strategy narrative including the first draft of the project specific Minimum Criteria Checklist, Volume 4A107 indicating which elements apply to the project.
- iv. The design concept shall indicate space requirements.

### **3. COST ALLOCATION UPDATE (COLOR OF MONEY)**

The estimated cost of construction (ECC) as provided in the Contractor proposal, including any modifications through the final contract negotiation, serves as the baseline construction budget for the project at the time of award of the DB contract. The Contractor shall provide cost breakdowns of the baseline construction budget allocation at the Concept Design and Final Concept Design submittals that will be then be updated throughout the project.

Provide a Unifomat level 2 breakdown that reflects core and shell costs, and a separate tenant improvement (TI) and security line item for each tenant agency. Cost Allocation by tenant is due after award at the Final Concept milestone. The allocation of cost by tenancy is to include direct costs and associated DB overhead and profit mark-ups. See Section V, for a sample of the cost allocation spreadsheet.

### **4. ART IN ARCHITECTURE PROPOSAL REVIEW**

See Section II.C.3.

### **5. INFRASTRUCTURE FOR ARTWORK**

The Contractor may be requested to assist with coordination of the AiA installation, in which case will be incorporated via modification.

### **6. DEFINED CONCEPT PHASE SUBMISSIONS**

The Contractor may elect to submit space planning development for tenant work as a stand-alone submission.

### **7. FINAL CONCEPT DESIGN EXCELLENCE PEER REVIEW**

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The Contractor shall participate in a one day design excellence peer review within four weeks after the NTP. Prior to the Peer Review the Contractor shall respond to peer comments provided to the SSEB at the Second Oral Presentation.

## **8. FINAL DESIGN CONCEPT SUBMISSION**

- a. Contractor shall submit a final design concept submission in accordance with the submission requirements listed in PBS-P100 and the following additional requirements:

### **Blocking, Stacking, and Circulation Diagrams**

Provide blocking, stacking, and circulation diagrams showing operational relationships, circulation systems, servicing arrangements, ingress/egress and security schemes. All plans and diagrams shall be derived from the BIM.

- b. Renderings

Provide renderings, derived from the BIM, of the building exterior and significant interior spaces, including exterior public spaces, the primary entry lobby, and courtroom.

- c. Models

Provide a virtual 3D building information model for the final design concept in accordance with the GSA PBS BIM Guide Series (<http://www.gsa.gov/bim>). The building information model is required in addition to any physical model required in accordance with PBS P-100.

- d. Design Narrative

The space program statement/reconciliation must address each tenant group, indicating parking, overall building gross, and space efficiency, comparing the space provided to the space program in the smallest space unit possible at this phase.

- e. Vertical Transportation Analysis

Retain an independent consultant to prepare and submit an elevator traffic analysis in accordance with PBS-P100, Chapter 3.

- f. All design concepts must indicate space requirements for HVAC equipment, narratives of the proposed systems, and heating, cooling, and energy calculations.

- g. Space Plan Test Fit

Develop an initial space plan based on the approved space program within the final design concept submission. Include a room by room comparison of the initial space plan and the space program to test fit each tenant agency's space requirements.

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Fully dimension the initial space plan so that the inside dimension of each workstation can be easily determined. Include special criteria such as unique floor loading requirements that will have an impact on the further development of the design concept. The purpose of the space plan test-fit is to demonstrate that the approved space program can be accommodated within the proposed final design concept, and to identify special tenant requirements affecting the design of the core/shell. All space plans shall be derived from the BIM.

#### h. Space Efficiency Report

Provide a space efficiency report in accordance with Chapter 3, Space Measurement for Rent Purposes, of PBS P-100.

### **10.COST ALLOCATION UPDATE**

Based on the final design concept, provide an updated construction work allocation plan with corresponding budget breakdown, a Unifmat level 3 budget breakdown, and supporting cost estimates, all as described under the General Requirements, Cost Management section II. Include breakout estimate(s) for Core and Shell vs. Tenant as well as allocation of tenant costs between building tenants and security costs by tenant. Refer to PBS GSA P-120 Project Estimating Requirements for additional detail.

### **11.FINAL CONCEPT DESIGN REVIEW MEETING AND COMMENTS**

#### a. Stakeholder Presentation

Conduct a final concept review meeting to solicit comments from GSA and the tenants. Reconcile final design review comments, and provide written responses to all comments.

#### b. Regional Leadership Presentation

Conduct final design concept presentation(s) to the GSA internal stakeholders. This presentation to Region 8 management in Building 41 shall serve as preparation for the presentation in Washington, DC to the PBS Commissioner. Reconcile review comments based on presentation and provide GSA with written responses to all comments within seven (7) days of the presentation. This includes any final changes to the Commissioner's Checklist.

#### c. Commissioner Presentation

Conduct a final design concept presentation to the PBS Commissioner in Washington, DC. Further refine design features (If approval of the final design concept by the PB Commissioner is conditional).

## **F. DESIGN DEVELOPMENT DD PHASE**

### **1. DD COORDINATION**

*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO***a. DD Systems Selections Analysis Meetings**

Conduct/facilitate meetings with stakeholders, as required, to further define alternatives and required analysis for major/critical building systems and components.

**b. DD Analyses and Calculations**

Conduct analyses and provide supporting documentation for systems selections/optimizations.

**c. DD Art in Architecture Coordination**

Ensure that any necessary structural support and utilities required by the work of art are incorporated into all appropriate drawings and specifications.

**2. SPACE PLANNING**

This section describes requirements for refining the space program provided by GSA and developing tenant space layouts (all non-core/shell areas) after tenant agency review and confirmation of their space requirements. It consists of three (3) successive submissions: the space program update, the preliminary space plan, and the final space plan.

**a. Space Program Update**

The Contractor will meet with each tenant agency to validate the space program and determine if there are any required revisions. Incorporate the tenants' written comments into a final space program. The final space program shall be the basis for the preliminary space plan. At this stage the effort should be limited to minor adjustments such as increasing or decreasing number of work stations within agency organizational units

**b. Preliminary Space Plan(s)**

Based on the final space program; develop a preliminary space plan, to scale. The Preliminary Space Plan(s) are part of the 50% DD Submittal and will show the following:

- i. Color Code circulation (public, restricted, and secure)
- ii. Room names and numbers
- iii. Partition Types
- iv. Location of all electrical, telecommunication, special equipment and data outlets (including cameras, speakers, duress alarms, court technology, security devices, card readers, etc.)
- v. Location of all special equipment and furniture
- vi. Anticipated systems furniture layouts
- vii. Doors types and swings

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- viii. Hardware types and keying hierarchy narrative
- ix. Area per work unit in net square feet to the inside of wall surface

- c. Final Space Plan

Present the preliminary space plan to GSA and the tenant agencies, obtain written comments, and incorporate changes as appropriate. After GSA approval, prepare and submit seven bound copies of the final space plan(s) as part of the Final Design Development submittal. Include with this submission a written report itemizing changes responding to each written comment.

### **3. CONSTRUCTION WORK SEQUENCE PLANNING**

In coordination with GSA, develop, maintain and update a construction work sequence plan. The Construction Work Sequence Plan is part of the Final DD Deliverable and will address:

- a. Construction phasing approach
- b. CD design reviews packages to support fast track construction
- c. Submittal schedule for government review of work packages
- d. Schedules for award of subcontract construction packages, including procurement cycles, submittal approvals, construction delivery, and testing/commissioning
- e. Possible labor and/or material shortages
- f. Ordering of long-lead delivery materials

### **4. CONTRACTOR DEFINED DD SUBMISSIONS**

The Design Builder may elect to submit DD for tenant work as a stand-alone submission.

### **5. DD MOCKUPS AND TESTS**

Provide physical and virtual mockups as necessary to facilitate design stage systems testing and decision making.

### **6. DD 50% SUBMISSION**

- a. DD submission requirements:
  - i. Refer to detailed submission requirements in the Appendix of GSA PBS P-100, Facility Standards for the Public Building Service.
  - ii. Preliminary Space Plans per Section \_\_\_\_\_
  - iii. Update and amplify finish selections proposed at the Final Concept Design.

### **7. DD FINAL SUBMISSION**

- a. DD submission requirements:
  - i. Refer to detailed submission requirements in the Appendix of GSA PBS P-100, Facility Standards for Public Building Service
  - ii. Final Space Plans

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- iii. Construction Work Sequence Plan
- iv. Provide draft construction specifications, including Division 1 General Requirements for Contractor self-performed work and subcontracts, emphasizing project phasing, subcontractor requirements, preliminary project-specific construction management issues and quality level for materials, fixtures and specialties. The construction specifications shall be prepared following GSA Master-Format most current version and shall include Division 1 General Requirements developed to a level corresponding to the level of completion of design. Coordinate Division 1 requirements with GSA.
- v. Update and amplify finish selections proposed at the Final Concept Design

**8. REVIEW MEETING(S) AND COMMENTS**

Conduct DD design review meetings of the Final DD submission to solicit feedback from GSA and tenants. DD review meeting(s) may be held as a workshop concurrently with the review of the courtroom mock-up. Reconcile review comments and provide GSA with written responses to all comments.

**9. DESIGN STAGE COMMISSIONING RECORD**

Review and comment on the GSA Design Stage commissioning record.

**10. DD DESIGN EXCELLENCE PEER REVIEW**

Conduct a Design Development phase peer review. Refer to Design Excellence Policies and Procedures, Chapter 9. Allow at least six weeks of notice for GSA to coordinate and schedule the peer review.

**11. DD INTEGRATED PROJECT REVIEW**

Prior to the DD submission, conduct an Integrated Design review with all GSA Central and Regional Office Subject Matter Experts (SMEs). Allow at least two weeks of notice for the GSA Office of the Chief Architect to confirm participation of SMEs.

**G. CONSTRUCTION DOCUMENTS CD PHASE**

Upon receipt of notice to proceed with the Construction Documents Phase work, the Contractor shall perform all services described in this section as a part of the Construction Stage work.

**1. CD PHASE COMMISSIONING****a. Commissioning Specifications**

Review and comment on GSA commissioning specifications for all commissioned equipment and integrate the commissioning specifications into the construction specifications for Contractor self-performed work and subcontracts.

**b. Systems Manual Outline**

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Review and comment on GSA systems manual outline.

c. Testing and Inspection Plan

The engineers of record will develop a testing and inspection plan that will be reviewed and approved by the GSA and the CM. The plan will be based on industry standard tests and inspections for the construction activities being employed on this project. The contractor will be responsible for hiring a 3rd party testing and inspection contractor to implement this plan. All reports will be reviewed by the engineer of record and the CMA.

## **2. CD COORDINATION**

a. Construction Work Sequencing and Coordination Plan

Provide an updated construction work allocation plan, that includes a breakdown of the planned construction work sequencing, timing, and required coordination among the Contractor and the subcontractors. Update the construction work sequencing plan and submission schedule periodically throughout the CD Phase.

b. CD Coordination (Special Tasks)

- i. Conduct a CD Phase coordination meeting to address envelope integrity in detailing plans and developing specifications to ensure envelope thermal and moisture integrity.
- ii. Identify all manufacturer recommended operating, maintenance and cleaning practices for major features, systems and equipment. Coordinate with GSA/tenant agency property management officials to define specification requirements for service agreements, warranties, and turnover-related training.
- iii. Determine and verify tenant agencies' audio-visual and security systems needs, equipment performance and related costs.
- iv. Address integration of safety/security/building automation systems and controls, both internal and external (remote) to the building.
- v. Address and coordinate Construction Delivery Phase operational security requirements in the construction specifications.
- vi. Coordinate contract requirements for providing and installing electronic security systems (e.g., access control, CCTV, etc.), addressing space, equipment and services.
- vii. Coordinate with tenant agencies to develop agency-specific security construction requirements.
- viii. Develop and include in the construction specifications, a list of all Government-furnished property, including input from tenant agencies as needed.
- ix. Coordinate roles and responsibilities for providing backbone telecommunications system, equipment and services.



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- x. Coordinate roles and responsibilities for providing and installing terminal telephone/computer devices (floor/wall plugs and jacks).
- xi. Define project related telecommunications work within the construction specifications, coordinating with GSA and impacted tenant agencies.
- xii. Identify pathway enclosure requirements for telecommunications services.
- xiii. Ensure that construction mobilization issues such as site access, staging, trailers, perimeter security, street closures, permits, etc., are addressed in the construction specifications.

c. Art in Architecture Coordination

Conduct CD Phase coordination meeting(s) to ensure that artwork(s) installation requirements are supported in the CD submissions. Ensure that any necessary architectural, landscape architecture, civil, structural, mechanical, electrical and/or plumbing required by the artwork(s) are incorporated into all appropriate drawings and specifications.

### **3. DESIGN-BUILDER DEFINED CD SUBMISSIONS**

The Contractor may elect to submit partial construction packages to fast-track the Design-Build process. If the Contractor elects to submit partial packages, a comprehensive plan will be developed with GSA and tenant agency input. The plan must clearly identify what the packages will include and the dates they will be available for review. Adequate time must be provided for review of each package. GSA and the tenant agencies will identify which packages will require a 65% and 95% submission. At a minimum, the contractor should assume these will include, finish schedules, hardware schedules, electrical device layout and TI space plans. For packages that require a 65% and 95% submission, GSA may elect to have design review meetings.

- a. All partial construction packages will be, prepared and submitted in accordance with PBS P-100 construction document submission requirements as they pertain to the scope of the construction work (including construction specifications).
- b. The Contractor will be expected to reconcile all CD package review comments and provide GSA with written responses to all comments.
- c. The Contractor will prepare and submit an overall space reconciliation report comparing the space provided to the space program in the smallest space unit possible at this level of completion of design.
- d. A conformed CD set will be provided at the completion of all the reviews. The conformed set shall consist of plans, specifications, and related design narratives (including calculations).

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For all construction work, prepare and submit a 65%in-progress CD submission in accordance with PBS-P100 construction document submission requirements. For all construction work, provide an in-progress construction specification, including Division 1 General Requirements sections emphasizing project phasing, contractor requirements and preliminary project-specific construction management issues. The construction specification shall be prepared following GSA Master-Format most current version and shall include Division 1 General Requirements developed to a level corresponding to the level of completion of design. Coordinate Division 1 requirements with GSA.

Prepare and submit an overall space reconciliation report comparing the space provided to the space program in the smallest space unit possible at this level of completion of design.

**5. IN-PROGRESS CD REVIEW MEETING AND COMMENTS**

Conduct CD design review meetings to solicit feedback from GSA and tenants. Reconcile review comments and provide GSA with written responses to all comments.

**6. TRADITIONAL PRE-FINAL CD (90% DESIGN) SUBMISSIONS**

For all construction work, prepare and submit a 90% pre-final CD submission in accordance with PBS-P100 construction document submission requirements. The submission shall consist of plans, specifications, and related design narrative, including calculations.

For all construction work to be self-performed and for each planned construction subcontract work package, provide a pre-final construction specification, including Division 1 General Requirements sections emphasizing project phasing, contractor requirements and project specific construction management issues. The construction specification shall be prepared following GSA Master-Format most current version and shall include Division 1 General Requirements developed to a level corresponding to the level of completion of design.

Coordinate Division 1 requirements with GSA. Include contract specifications for submittal requirements, testing, adjusting and balancing specifications, training requirements and operations and maintenance (O&M) and systems manual requirements. Include any requirements for commissioning of critical features and equipment.

For each pre-final CD submission establishing final workstation locations and partitioning of interior space, prepare and submit a final overall space reconciliation report comparing the space provided to the space program in the smallest space unit possible at this level of completion of design.

**7. PRE-FINAL CD REVIEW MEETING AND COMMENTS**

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Conduct pre-final CD review meetings to solicit feedback from GSA and tenants.  
Reconcile review comments, and provide GSA with written responses to all comments.

**8. TRADITIONAL FINAL CD (100% DESIGN) SUBMISSIONS**

For all construction work, prepare and submit final CD submissions in accordance with PBS P-100 construction document submission requirements as they pertain to the scope of the construction work.

**9. FINAL CD COMMISSIONING ACTIVITIES**

Review and comment on the GSA updated commissioning plan.

**10. GSA CAD LIBRARY COORDINATION**

Coordinate with GSA regional CAD librarian and regional spatial data management coordinator to log the final CD submissions into GSA document library.

**11. LEED® DESIGN CREDIT SUBMISSION**

Complete documentation for submission of the LEED® design credits through USGBC LEED® Online. Submit to USGBC and pay the certification fee. The contractor is responsible for all activities and coordination required to achieve a minimum of LEED® Gold Certification.

**H. CONSTRUCTION PHASE SERVICES**

The Contractor shall construct the project in accordance with the requirements of this Statement of Work, other portions of the contract and the construction documents prepared by the Contractor, reviewed, and approved by GSA. The Contractor shall be responsible for the purchase and installations of all materials, related services and other items, as well as the means and methods of construction for all aspects of the project.

**1. CONSTRUCTION PHASE BIM REQUIREMENTS**

The DB Contractor shall use the BIM, as well as information created during previous design phases, for construction coordination as per the BIM execution plan (BEP). Examples include:

- i. Utilizing clash detection to mitigate field issues among trades.
- ii. Updating the BIM with as-built information.
- iii. Uploading product and manufacturer documentation and owner's manuals to the BIM for the production of COBie data.
- iv. Integrating the project schedule with the BIM to communicate regular progress updates and upcoming activities.
- v. Coordinating construction among the various project trades using the BIM.
- vi. Incorporating model-integrated building automation systems and model-based building monitoring systems as appropriate.

**2. CONSTRUCTION START COORDINATION**

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Participate in the pre-construction conference.

**b. Partnering**

See Section II, General Requirements.

**c. Groundbreaking Ceremony**

GSA to coordinate hosting of the event with the DB.

**d. Preconstruction Photographs**

Document preconstruction conditions prior to start. Refer to Section V, subsection E, Specification 13220, for additional information.

**3. CONSTRUCTION PROGRESS PHOTOGRAPHS****a. Weekly Photos**

At intervals during construction, take photographs of project's progress from different points of view, exterior and interior, documenting progress of the work. Take photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each application for payment. Some photographs shall be taken from the same vantage point at each to best show status of construction and progress since taking previous photographs.

**b. Host a web-cam**

The Design/Builder is to host a web-cam during the construction phase of the project. Coordinate requirements with GSA contracting officer.

Refer to Section V, subsection E, Specification 13220, for additional information related to progress photographs.

**4. CONSTRUCTION ADMINISTRATION****a. GSA Construction Site Office**

GSA does not anticipate the need for an office at the site location. However, the Contractor is to provide space regular meetings at the project site, as well as a location for the GSA CMA.

**b. Schedule of Values**

Prepare and submit schedule of values for the GSA approval, as required in Division 1 of the DB Contract performance specification (Section V, Appendix subsection E).

**c. Site Security**

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The DB Contractor is responsible for all site security measures including but not limited to fencing and barricades.

d. Construction Phase Recordkeeping

Refer to Section V References, Subsection E, Division 1 Specifications.

e. Construction Progress Reporting

Refer to Section V References, Subsection E, Division 1 Specifications.

f. Construction Safety Program

Refer to Section V References, Subsection E, Division 1 Specifications.

g. Project Progress Meetings

Refer to Communications Plan section above, and section V References, Subsection E, Division 1 Specifications, for details related to progress meetings.

h. Construction Schedules

The Contractor shall provide and maintain construction schedules in accordance with the requirements provided in Division 1 of the performance specification. Regular progress updates shall be provided in the native construction schedule format, as well as .pdf, for GSA/CMa review.

The CMa will review the DB Contractor schedules for completeness and appropriateness and recommend approval, rejection, or revisions to the GSA.

The CMa will integrate the approved Contractor schedules within the master project schedule, incorporating activities of the GSA, the CxA, other contractors, and other involved parties.

The CMa will continuously monitor actual progress against the master project schedule, identify any delays or potential delays and immediately notify the GSA of such delays or potential delays.

i. GSA Submittal Processing

Prepare and submit a submittal schedule in accordance with Division 1 of the DB contract performance specification. Transmit all required submittals to the CMa, who will coordinate with the CxA as appropriate. All submittals shall be processed using the ePM system in accordance with procedures developed by the CMa and approved by the GSA. Ensure that all subcontractors understand, agree to, and conform with their respective roles, responsibilities, and timeliness requirements for submittal processing.

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Promptly correct and resubmit any submittals returned unapproved, allowing sufficient time for re-review to maintain the project schedule.

Upon receipt of submittal approvals, coordinate as necessary with all involved subcontractors.

Refer to FAR 52.236-21, Specifications and Drawings for Construction, for further submittal and shop drawing review requirements.

j. Inspection and Testing

Develop an overall field inspections and testing plan. (e.g., soil bearing and compaction, concrete strengths, HVAC performance, Lighting and Lighting Controls performance, and any Renewable Energy Systems, etc.)

Conduct inspections and tests as required by the construction specifications. Coordinate with local municipal officials for inspections.

Conduct construction safety (OSHA) inspections as required.

k. Requests for Information

Using the ePM system, and in accordance with procedures approved by the GSA, the Contractor shall promptly submit to the GSA and CMA a written request for information (RFI) to request clarification of any apparent conflicts, ambiguities, or omissions in the DB contract requirements. Ensure that all subcontractors understand, agree to, and conform with their respective roles, responsibilities, and timeliness requirements for RFI processing.

Each RFI must include a specific description of the issue requiring clarification, citing the specific related contract documents requiring clarification. RFI's should only be submitted after performing due diligence to confirm that the contract requirements in question are in fact unclear or otherwise inadequate.

Upon receipt of the response to each RFI submitted, coordinate the response with all involved subcontractors to ensure understanding and appropriate action.

The Contractor shall notify GSA if cost impacts prior to commencing any work resulting from the RFI response.

l. As-Built Drawings and Specifications

The Contractor shall update BIM(s) and CAD construction drawings (derived from the BIM) and electronic specifications to document changes that occur, or unforeseen conditions impacting delivered work during construction.

m. Contractor Payment Requests

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Update the construction schedules monthly prior to each payment request. Provide an advance copy of the construction progress report to the CMA. Provide documentation evidencing the cost of work performed to be included in the payment request.

Approval of costs shall be in accordance with FAR 31.105 and 31.2.

Before submitting each payment request, meet with the CMA and the GSA to review the advance copy of the construction progress report. Ensure that the CMA and the GSA agree as to the progress of the construction work and the value of the work completed.

Based upon agreed value of work completed, submit monthly payment requests to the GSA. Refer to Section V, subsection E, Specification 012900 related to payment applications.

n. Construction Excellence Peer Reviews

Participate in up to three construction excellence peer reviews. The reviews are typically conducted at 15%, 50% and 85% of construction completion.

o. AiA Installation

The Art-in-Architecture (AiA) is not anticipated to impact the design or construction of the project. However, the Contractor may be requested to assist with the installation with logistics, such as scheduling and storage, and protections, such as barriers.

p. Construction Phase Commissioning

During the Construction Phase, the Contractor shall coordinate its testing, inspection and quality assurance activities with the GSA independent Commissioning Agent (CxA). Elements of the Contractor quality control plan for all systems, assemblies and equipment may overlap elements of the commissioning requirements which shall be independently verified by the GSA. The Contractor shall perform Construction Phase commissioning support services as described below.

(Note: The CxA will update and refine the commissioning plan, defining all Construction and Phase commissioning roles and responsibilities specific to testing and inspection of commissioned systems and building features and performance of special testing. The CxA will maintain and update the commissioning plan, including revisions required to keep the commissioning plan current throughout the Construction Phase, and will submit monthly updates of the commissioning plan throughout the Construction Phase. The following are areas of support anticipated by the Contractor related to commissioning efforts.)

i. Construction Phase Commissioning Plan Updates

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- ii. Review and comment on Construction Phase commissioning plan updates.
- iii. Commissioning Schedule
- iv. Review and comment on commissioning schedule, coordinating the commissioning work with the Project Delivery Team to ensure that commissioning activities are being incorporated. Integrate commissioning activities into the construction schedule.
- v. Construction Phase Commissioning Coordination
- vi. Participate in regular commissioning coordination meetings with the Project Delivery Team. These meetings will be conducted by the CxA.
- vii. Systems Coordination Plans
- viii. Prepare and submit systems coordination plans as described in Division 1 of the DB contract performance specification and the construction specifications.
- ix. Commissioning Testing and Inspection Procedures
- x. Provide GSA with information required to perform commissioning tasks, including O&M materials and contractor start-up and checkout procedures. Before systems start-up, assist the GSA in coordinating with contractors and design engineers to obtain information and clarity on control sequences and interlocks as necessary to develop detailed testing procedures and an enhanced systems start-up and initial systems checkout plan. Review and comment on the step-by-step commissioning test procedures for commissioned systems, including pre-functional test (PFT) procedures, functional performance test (FPT) procedures, and documentation forms and construction checklists for all commissioned equipment and assemblies. Test procedures shall include manual functional testing and energy management control system trending and may include stand-alone data-logger monitoring. Assist GSA in preparing an enhanced start-up and initial systems checkout plan with contractors for commissioned equipment.
- xi. Complete the construction checklists as the work is accomplished.
- xii. Commissioning Testing Inspection
- xiii. The Contractor shall coordinate with the CMA, CxA and involved subcontractors as necessary to facilitate performance of independent commissioning testing and inspection. Systems to be tested are provided in Section V, subsection J, Commissioning Plan, in conformance with Division1 Specification section 019113.
- xiv. Coordinate with the CMA, CxA and involved subcontractors as necessary to facilitate performance of retesting and re-inspection as required if initial testing and inspection indicates performance deficiencies.
- xv. Assist the CxA in coordinating the scheduling of off-site testing (such as blast), and mockups. Review and comment on CxA special testing



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- reports, as appropriate, for building diagnostics tests of critical components and systems.
- xvi. Assist the CxA in verifying proper installation of commissioned components and systems.
- xvii. Provide the CxA with all subcontractor functional testing records for commissioned systems and assemblies.
- xviii. Commissioning Inspection Reports
- xix. Review and comment on the CxA commissioning inspection reports.
- xx. Commissioning Test Certifications
- xxi. Assist the CxA in assembling and reviewing all commissioning certifications described in the testing and inspection procedures.
- xxii. Commissioning Testing Logs
- xxiii. Resolve failures reported in the commissioning issues log.

**5. TURNOVER PROCESS SUBSTANTIAL COMPLETION****a. Substantial Completion**

Prior to substantial completion, assist the GSA in conducting a pre-final walk-through with tenant agencies.

**b. Punch List**

After the GSA certification that the work for each designated portion thereof is substantially complete, the Contractor shall assist the GSA in conducting a final inspection and in preparation of a Punch List documents the remaining work.

The Contractor shall participate with the GSA in conducting follow-up inspections to administer resolution of Punch List items, involving the CMA, the CxA, tenant agencies and other stakeholders as appropriate.

- i. Contractor pre-punch to identify and correct items before the Government is requested to walk the project for the formal Punch List;
- ii. Government/Tenant Punch List to identify items requiring correction. The Government and occupying tenant will walk the project together and generate one Punch List;
- iii. Contractor activity to correct the Punch List;
- iv. Participate with GSA in conducting follow-up inspections to administer resolution of Punch List items Limited Architectural acceptance

Although the Punch List will occur by building level (or area), warranties for building systems will not begin until the final acceptance of the building by the Government. The project will not be accepted by the Government until testing and acceptance of the life/safety systems by the GSA Fire Protection Engineer.

**c. Operation and Maintenance Manuals Submittals**

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Prepare and submit complete and properly organized O&M manuals as required in Section V, subsection E 1, Specification #017822 and the final construction specifications. The O&M manuals shall be coordinated with the BIM and associated COBie information.

d. Warranties and Certificates

Prepare and submit warranties, guarantees, and certificates, ensuring that the GSA rights and responsibilities are clearly defined.

e. Final As-Built Drawings Specifications

The Contractor shall prepare and submit final BIM(s) (as-built model/drawings) and electronic as-built specifications for review and approval at the completion of the construction.

For additional information, refer to Section V, subsection E 1, Specification 017810.

f. Material Samples, Attic Stock, Spare Parts

As a condition for the GSA certification of substantial completion, provide an inventory list of all attic stock items to be turned over to the GSA at close-out.

g. Preparation for Occupancy

- i. Coordinate the planning and scheduling of property management training with the GSA property management staff, allowing sufficient lead time for the GSA to prepare for the training and to ensure that the appropriate personnel will be available.
- ii. Conduct training of operating staff in optimal operation and maintenance of the delivered facility as required in accordance with Division 1 of the contract performance specification and the final construction specifications. The training shall be conducted on-site in the completed and fully operational facility using the actual equipment in place.
- iii. Include any available and suitable video material from manufacturers and suppliers in the training sessions.
- iv. Prepare list(s) of equipment inventory and room numbering to match the data structure of the national computerized maintenance management system (NCMMS).
- v. Participate with the GSA in conducting an inspection and walk-through with local emergency responders (fire/police).
- vi. Assist the GSA in obtaining written approval (certificate of occupancy) of fire protection and life-safety systems from the authority having jurisdiction (AHJ).
- vii. Assist the GSA in transferring control of the facility to the property manager, including keys and security/access control responsibility.

*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO***I. CLOSEOUT STAGE****1. OPERATION AND MAINTENANCE (O&M) MANUALS SUBMITTAL**

Prepare and submit complete and properly organized O&M manuals as required in accordance with Division 1 of the performance specification and the final construction specifications. Provide six (6) hard and electronic copies.

**2. WARRANTIES, GUARANTEES AND CERTIFICATES**

Prepare and submit warranties, guarantees, and certificates to GSA Contracting Officer to ensure that GSA rights and responsibilities are clearly defined.

**3. PROJECT AWARDS CERTIFICATIONS**

- a. Assist the GSA in compiling all required documentation and submitting applications for design awards and/or certifications.
- b. Prepare and submit all required documentation to the USGBC and pay the certification fee for the project to receive a final LEED® rating within one year of building occupancy.

**4. FINAL RECORD DOCUMENTS**

Update BIM(s) (as-built models/drawings) and electronic specifications (as-built specifications) to document changes that occur, or unforeseen conditions impacting delivered work during construction. Produce two sets of hard copies and two sets of CDs with final record documents, based on as-built models and specifications, to reflect all contract modifications and noted field conditions. Electronic files shall be provided in native format, IFC and PDFs as applicable. Refer to Division 1 of the DB contract performance specification for requirements.

**5. MATERIAL SAMPLES, ATTIC STOCK AND SPARE PARTS**

Provide the following stock items to meet servicing and modification needs. Provide an inventory of all stock items within the O&M manual addressed in Division 1. Inventory sheets shall indicate item name, model number, manufacturer, quantity, and storage location. Inventory sheets shall be signed by the COR, identifying receipt of stock items. As a condition for GSA certification of substantial completion, provide an inventory list of all attic stock items to be turned over to GSA at close-out. Provide spare parts, operating supplies, and maintenance items/materials as recommended by the manufacturer to fully meet the needs of the first two (2) years of operation. The Contractor shall also provide a list enumerating the actual spare quantities to be provided for each type of the following installed items:

- a. Carpet Materials .5%
- b. Ceiling Tiles .5%
- c. Raised Floor Panels and Accessories .5%
- d. Fluorescent Fixture Ballasts 1%
- e. Light Fixture Tubes/Bulbs 1%

*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO*

- f. Vinyl Wall Covering(s) 2%
- g. Room Thermostats 25 ea.
- h. Light Switches 50 ea.
- i. Power Receptacles 50 ea.
- j. Light Switch/Receptacle Cover 100 ea.

**6. BUILDING DESIGN STANDARD**

The Contractor shall submit Building Design Standards as part of the final submittals. The Building Design Standards document shall contain information from the finish schedule, hardware, window treatments, wall coverings, floor coverings, paint, lighting and building signage as designed and constructed along with samples, drawings and photographs. This document will guide the facility management staff in selecting finishes in all future alterations to the building, preserving the original design intent as established by the Contractor.

**7. CAD LIBRARY COORDINATION**

The Contractor shall coordinate with the GSA regional CAD librarian, BIM Manager, and regional spatial data management coordinator to log-in record documents to GSA document library.

**8. PROJECT PHOTOS AND FINAL DESIGN PRESENTATION RENDERINGS**

Provide high quality-high resolution digital images of; aerial photographs, property boundaries, view from each major building elevation including primary approach to the building. These selected views are intended to depict “after” conditions of the completed project to compare them with the pre-construction “before” photographs.

Provide two compact disks (CD) or digital versatile disks (DVD) (one disk to Office of Design & Construction Programs) containing two sets of all digital images of all final project photographs (site, context, building exterior and interiors, including artwork - Art in Architecture and/or art conservation projects, etc) in TIFF format .and project design presentation renderings (exterior and interior perspectives, site plan, roof plan, floor plans, elevations, sections, etc) in EPS format. One folder should contain high resolution TIFF images that when opened to 8”x10” have a minimum resolution of 300 DPI and for highest quality, provide CMYK color mode. A second folder should have JPEGs in RGB color mode that when opened to 8”x10” have a resolution of 150 DPI. The two folders should be clearly labeled “high resolution” and “low resolution” and include the project name and location. Each image must have meta data captions and credits and should be clearly labeled (direction/location of view, room name, etc). The CD or DVD should be accompanied by a statement signed by the photographer (or their authorized representative) allowing GSA to reproduce the images without compensation in print and electronic media.

The Contractor shall provide final project images and final project design presentation renderings in preparation for the building dedication ceremony. Consult with GSA to confirm required images and renderings and the desired lead time for these items.

*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO*

The Office of Design and Construction Center for Design Excellence and the Arts generally requires the following photographic media for completed project entries in GSA design awards competition. The photographs also may be needed to prepare materials for the dedication ceremony. Consult with the Office of Design and Construction to confirm requirements and desired lead times.

## **9. DEDICATION CEREMONY**

The Contractor shall attend the dedication ceremony.

## **10. BUILDING PRESERVATION PLAN BPP**

Not applicable.

## **11. MEASUREMENT AND VERIFICATION PERIOD**

The Contractor will be required to provide verification that the building meets the energy performance goals set forth in this RFP. An amount of 0.25% of the construction cost will be held for a period not to exceed 14 months after substantial completion. Upon verification that the energy performance goals are being met, GSA will issue a final payment.

The measurement and verification period will start after tenant move in or 2 months after substantial completion.

The Contractor in coordination with GSA will establish and implement an M&V plan that will provide documentation that the energy performance goals are being met. GSA recognizes that achievement of these goals includes the tenant agencies meeting plug load usage goals. The Contractor will not be penalized if a tenant agency is not in conformance with the projected plug load goals.

## **J. TENANT OCCUPANCY STAGE**

### **1. OCCUPANCY AGREEMENT AND RENT START**

#### **a. CAD Assignment Drawings**

The final record documents and BIM(s) will be used to prepare assignment drawings to accurately represent and classify space in accordance with GSA pricing policy. Coordinate with GSA regional spatial data management team to ensure that drawings are accurate and represent the most up-to-date space assignments. Coordinate with GSA regional CAD to log-in assignment drawings to GSA document library and enter space measurements into GSA rent billing system.

### **2. FURNITURE, FIXTURES, AND EQUIPMENT (FF&E)/MOVE-IN PHASE**

The Government may enter additional contracts to support Government needs not included as part of this contract. The Contractor shall provide site/project access for these Government contract activities and coordinate this contract's work to not impede their execution. The Contractor shall maintain contact with the Government to

*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO*

establish/monitor the status of these contracts and shall represent their development within schedules as required elsewhere.

Damages caused by follow-on contractors supporting tenant moves, may be repaired by the Contractor as a modification to the contract.

### **3. TENANT TECHNOLOGIES**

#### **a. Telecommunications, Audio Visual (AV) & Security Systems**

The Contractor shall establish a milestone schedule for the early turn-over of all related infrastructure and distribution paths and telephone closets, to the government to allow for completion of tenant Audio Visual (AV) & Security systems installation. This will require the coordination with tenant designers and installers. Turn-over of infrastructure to be 60 days prior to substantial completion. Though the tenant cabling is not part of the base scope of the Contractor work, this work may be added by modification to the contract.

### **4. OPERATIONS/SERVICE PHASE**

- a. The Contractor is to assist GSA with the following as the project is transitioned to operations:
  - i. National Computerized Maintenance Management System (NCMMS) Setup
  - ii. Operations Services Phase - Utility Agreements
  - iii. Operations Service Phase - Commissioning
  - iv. Post Occupancy Activities

### **K. CONTRACT FINANCIAL CLOSEOUT**

- a. Resolve all remaining punch-list items.
- b. Assist the GSA in establishing a final breakdown of the total DB contract amount into a core and shell component and TI and security components for each tenant (i.e. each client billing record).
- c. Submit release of claims.
- d. Validate energy performance
- e. Return all government issued security credentials to the GSA Contracting Officer.

## **IV. ADMINISTRATION**

### **A. DESIGN/CD PHASE PROGRESS REVIEWS AND PAYMENTS**

#### **1. PROGRESS PAYMENT SCHEDULE**

Within 15 calendar days of contract award, the Contractor shall provide, for GSA approval, a design schedule of values (DSOV) against which monthly work progress shall be measured and payments shall be made. At a minimum, the DSOV will be broken down by submittal and further by professional design discipline and shall identify

*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO*

all major design activities. The DSOV will become a part of the over-all project schedule of values once authorization to start construction activities has been given by GSA.

**2. MONTHLY PROGRESS REPORTS**

The Contractor shall furnish monthly progress reports, addressing completed/resolved issues and outstanding/awaiting resolution issues, to be used by GSA to ensure that information is forthcoming from the team and that the Contractor is taking information provided to the next level of development.

**3. PROGRESS REVIEW MEETINGS**

Upon receipt of each monthly progress report, GSA shall hold a monthly progress review meeting with the Contractor to review work to date against the progress payment schedule, identify any outstanding issues, and determine the amount of work completed as a basis for determining the monthly payment due. The Contractor shall submit monthly invoices to GSA based on the outcome of these progress review meetings.

**4. DELAYS**

Delays in schedule caused by the Contractor, as determined by GSA, such as failure to provide timely and acceptable submissions, shall not warrant an extension of the contract performance time. In the event of a Contractor caused delay, the Contractor shall be responsible for taking all necessary actions to ensure that succeeding contract Stages, Phases, and submissions remain on schedule. In such event, the Contractor shall submit for GSA approval a plan for getting back on schedule and a revised progress payment schedule.

**5. PAYMENT FOR CONSTRUCTION PHASE WORK**

Update the construction schedules monthly prior to each payment request. Provide an advance copy of the construction progress report to GSA. Provide documentation evidencing the cost of work performed to be included in the payment request. Before submitting each payment request, meet with the GSA to review the advance copy of the construction progress report. Ensure that GSA is in agreement as to the progress of the construction work and the value of the work completed. Based upon agreed value of work completed, submit monthly payment requests to GSA. Refer to Division One Specifications for further detail.

**6. TRAVEL**

Unless otherwise indicated in this statement of work, the Contractor is responsible for travel costs to support the requirements contained in this Statement of Work, including all progress meetings, workshops, reviews, and site visits. The Contractor shall assume all travel shall be within the vicinity of the project site except as specifically indicated otherwise in the Statement of Work.

**7. REPRODUCTION AND DELIVERY**

Printing, reproduction and delivery costs necessary for execution of this contract are included the contract price. The cost of shipping of the final physical model and all

*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO*

presentation materials to GSA Office of Design and Construction in Washington, D.C. is included in the contract price.

**V. APPENDIX**

- A. Scope of Work
  - 1. CMa/CxA (Not included)
- B. Standards and Criteria
  - 1. 2018 PBS P100 and Addendum (Not included; see [gsa.gov](https://www.gsa.gov))
  - 2. Other
- C. Space Management (See G., PDS)
- D. Project Management
  - 1. Project Schedule
  - 2. Communications Plan Template (to be included with Phase 2, RFP)
  - 3. Risk Registry Template (to be included with Phase 2, RFP)



*Design Build Statement of Work**Building 48 Modernization, Denver Federal Center, Lakewood, CO*

4. Guiding Principles Checklist (to be included with Phase 2, RFP)
5. Building Design Standards Example (to be included with Phase 2, RFP)
6. Spatial Data Management (to be included with Phase 2, RFP)
7. Sample Cost Allocation Spreadsheet (to be included with Phase 2, RFP)
- E. Specifications
  1. Division 01 Specifications (to be included with Phase 2, RFP)
  2. Prescriptive Specifications (see PDS & PBS P100)
  3. Performance Specifications (see PDS & PBS P100)
- F. Site
  1. Phase 4 RFI for DFC IA4C (DRAFT, excluding Appendix A of report)
  2. DFC Standard Operating Procedures (SOP)
  3. Pre-Demolition Survey (to be included with Phase 2, RFP)
- G. Owner's Studies
  1. Program Development Study (PDS)
- H. Local Jurisdiction
  1. Denver Federal Center (DFC) Design Standards (to be included with Phase 2, RFP)
- I. Preservation
  1. Not applicable
- J. Other Analysis
  1. DHS Vulnerability Survey Report
  2. Building Automation Systems (BAS) Requirements (to be included with Phase 2)
  3. Commissioning Plan
  4. OCA Memorandum – EISA Section 438
  5. Clarifications – OCA Memorandum – EISA Section 438
  6. 25 Year, 95<sup>th</sup> Percentile Calculation
  7. EISA Technical Guidance
  8. DFC Stormwater Survey
  9. DFC / Building 48 Utility Drawings

***END of STATEMENT of WORK***

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47PJ0020C0081 - Volume 4 - Other Attachments - List of Attachments**Documents Table of Contents**

Attachment Number	Document Title	ECF
1	479J0020R0066 Phase II - Centerre Price Proposal REVISED 06-26-20	23 - Contract Actions
2	479J0020R0066 Phase II - Centerre Technical Proposal REVISED 6-26-20	23 - Contract Actions

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**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

August 18, 2020

OMB Control Number: 9000-0045  
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

CENTERRE CONSTRUCTION, INC.  
4100 East Mississippi Avenue, Suite 900  
Denver, Colorado 80246

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE  
☒ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

Colorado

SURETY(IES) (Name(s) and business address(es))

BERKLEY INSURANCE COMPANY  
475 Steamboat Road  
Greenwich, Connecticut 06830

## PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
48	917	850	00

CONTRACT DATE

08/11/2020

CONTRACT NUMBER

47PJ0020C0081

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has entered into the contract identified above.

## THEREFORE:

The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

CENTERRE CONSTRUCTION, INC.		PRINCIPAL	
SIGNATURE(S)	(b) (6)	2. (Seal)	3. (Seal)
NAME(S) & TITLE(S) (Typed)	Stephen Hartz President	2.	3.
<b>INDIVIDUAL SURETY(IES)</b>			
SIGNATURE(S)	1. (Seal)	2. (Seal)	
NAME(S) (Typed)	1.	2.	
<b>CORPORATE SURETY(IES)</b>			
SURETY A	NAME & ADDRESS	BERKLEY INSURANCE COMPANY 475 Steamboat Road, Greenwich, Connecticut 06830	
	SIGNATURE(S)	1. (b) (6)	2. (b) (6)
	NAME(S) & TITLE(S) (Typed)	1. Cynthia M. Burnett Attorney-in-Fact	2. Zach Rothery Littleton, Colorado
		STATE OF INCORPORATION DE	
		LIABILITY LIMIT (\$) \$500,230,000	
		WITNESS	

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

<b>BOND PREMIUM</b>	▶	RATE PER THOUSAND (\$)	TOTAL (\$)
		\$20.57 first \$500,000.00	\$ 10,285.00
		\$12.57 next \$2,000,000.00	\$ 25,140.00

\$10.01 next \$2,500,000.00	\$ 25,025.00	\$8.22 next \$41,417,850.00	<b>\$340,455.00</b>
<b>INSTRUCTIONS</b>			
\$9.14 next \$2,500,000.00	\$ 22,850.00	<b>TOTAL \$423,755.00</b>	

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.  
  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.



<b>PAYMENT BOND</b> (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract) August 18, 2020	<b>OMB Control Number: 9000-0045</b> <b>Expiration Date: 8/31/2022</b>																
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.																		
PRINCIPAL (Legal name and business address)  CENTERRE CONSTRUCTION, INC. 4100 East Mississippi Avenue, Suite 900 Denver, Colorado 80246	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)  STATE OF INCORPORATION Colorado																	
SURETY(IES) (Name(s) and business address(es))  BERKLEY INSURANCE COMPANY 475 Steamboat Road Greenwich, Connecticut 06830	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <th style="width: 25%;">MILLION(S)</th> <th style="width: 25%;">THOUSAND(S)</th> <th style="width: 25%;">HUNDRED(S)</th> <th style="width: 25%;">CENTS</th> </tr> <tr> <td style="text-align: center;">48</td> <td style="text-align: center;">917</td> <td style="text-align: center;">850</td> <td style="text-align: center;">00</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">CONTRACT DATE</th> <th style="width: 50%;">CONTRACT NUMBER</th> </tr> <tr> <td style="text-align: center;">08/11/2020</td> <td style="text-align: center;">47PJ0020C0081</td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	48	917	850	00	CONTRACT DATE	CONTRACT NUMBER	08/11/2020	47PJ0020C0081
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**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

<b>PRINCIPAL</b>			
SIGNATURE(S)	1. <b>(b) (6)</b>	2. _____ (Seal)	3. _____ (Seal)
NAME(S) & TITLE(S) (Typed)	1. Stephen Hartz President	2. _____	3. _____
<b>INDIVIDUAL SURETY(IES)</b>			
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	
NAME(S) (Typed)	1. _____	2. _____	
<b>CORPORATE SURETY(IES)</b>			
<b>SURETY A</b>	NAME & ADDRESS	BERKLEY INSURANCE COMPANY 475 Steamboat Road, Greenwich, Connecticut 06830	
	SIGNATURE(S)	1. <b>(b) (6)</b>	2. <b>(b) (6)</b>
	NAME(S) & TITLE(S) (Typed)	1. Cynthia M. Burnett Attorney-in-Fact	2. Zach Rothery Littleton, Colorado
		WITNESS	

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Douglas J. Rothery, Erik E. Ulibarri or Cynthia M. Burnett of Surescape Insurance Services, LLC of Littleton, CO** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest:

(b) (6)

Berkley Insurance Company

By

(b) (6)

Ira S. Lederman

Senior Vice President &amp; Secretary

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

(b) (6)

Notary Public, State of Connecticut

KATHLEEN COREY  
NOTARY PUBLIC  
CONNECTICUT

MY COMMISSION EXPIRES OCTOBER 31, 2017

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 18th day of August, 2020.

(b) (6)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

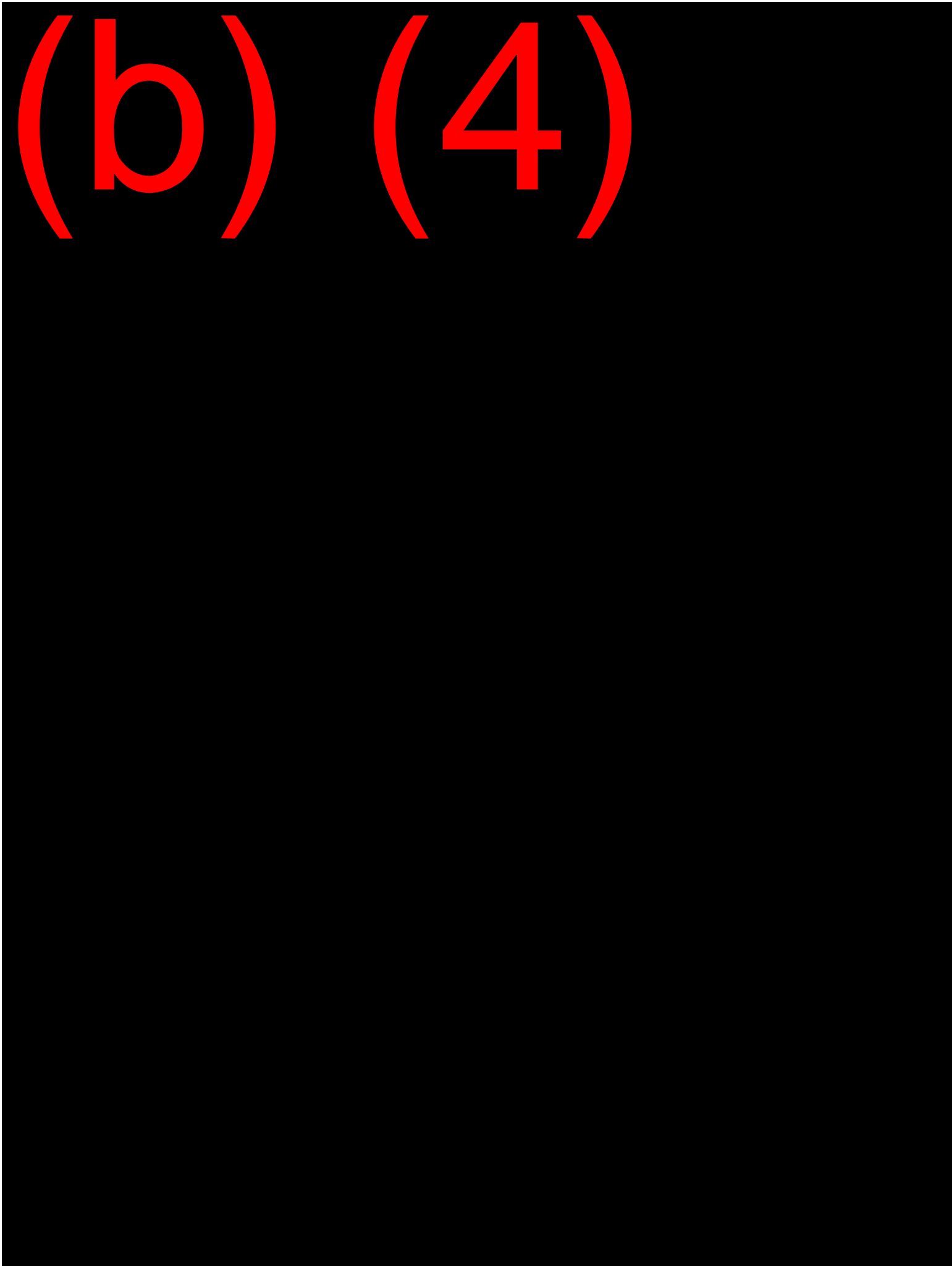


GSA FORM 184 (REV-79)

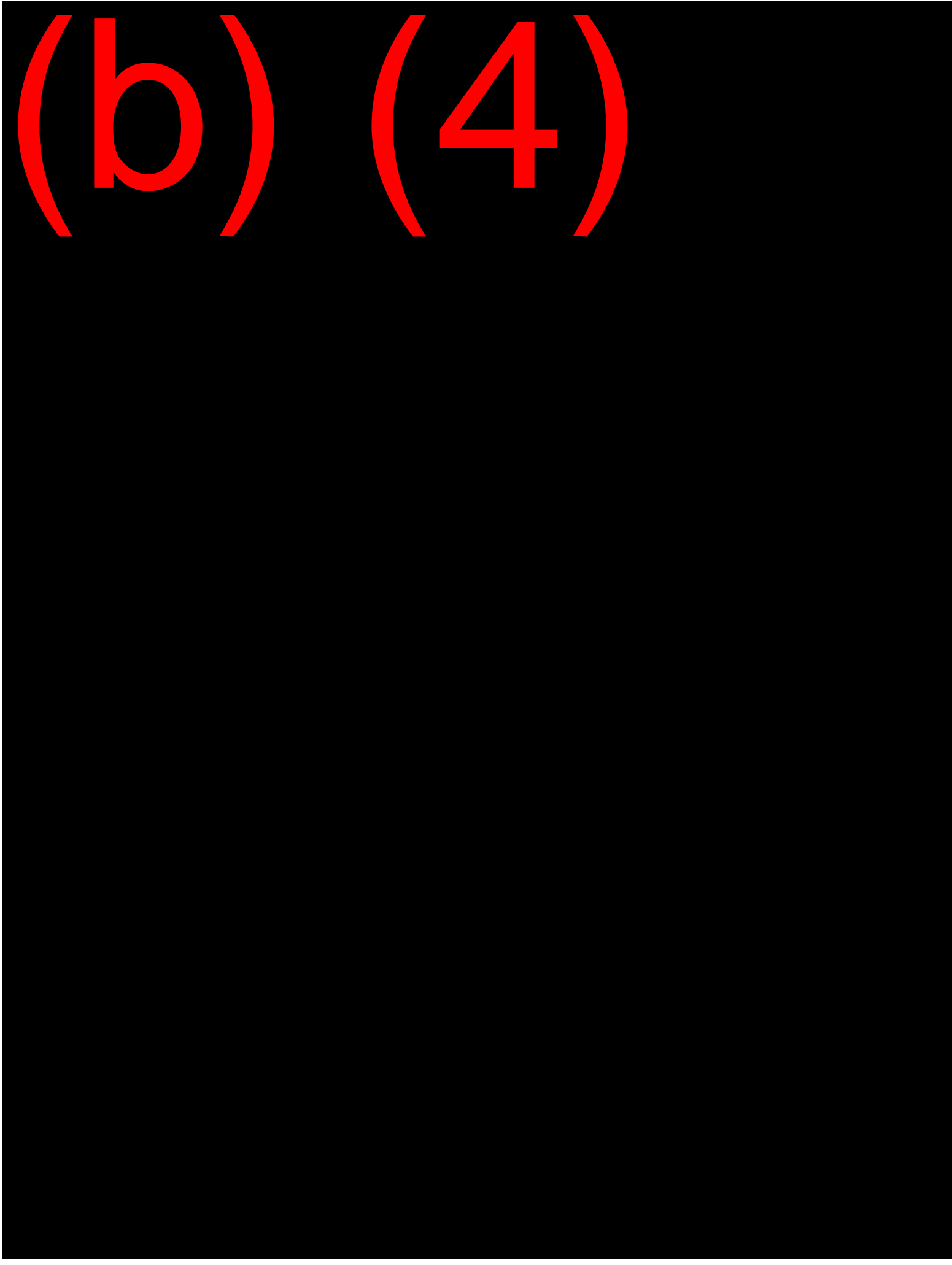


GSA FORM 184 (REV-79)

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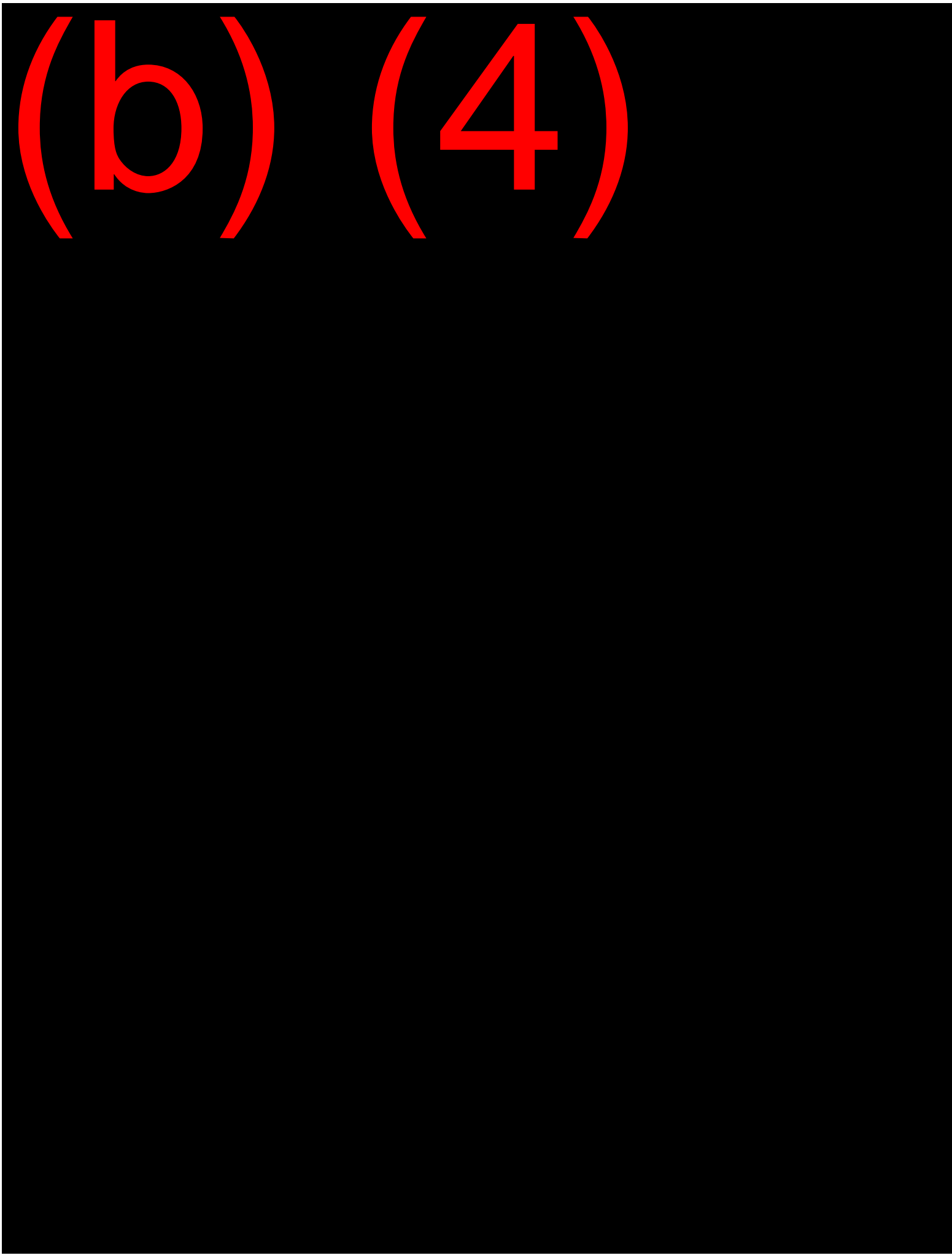
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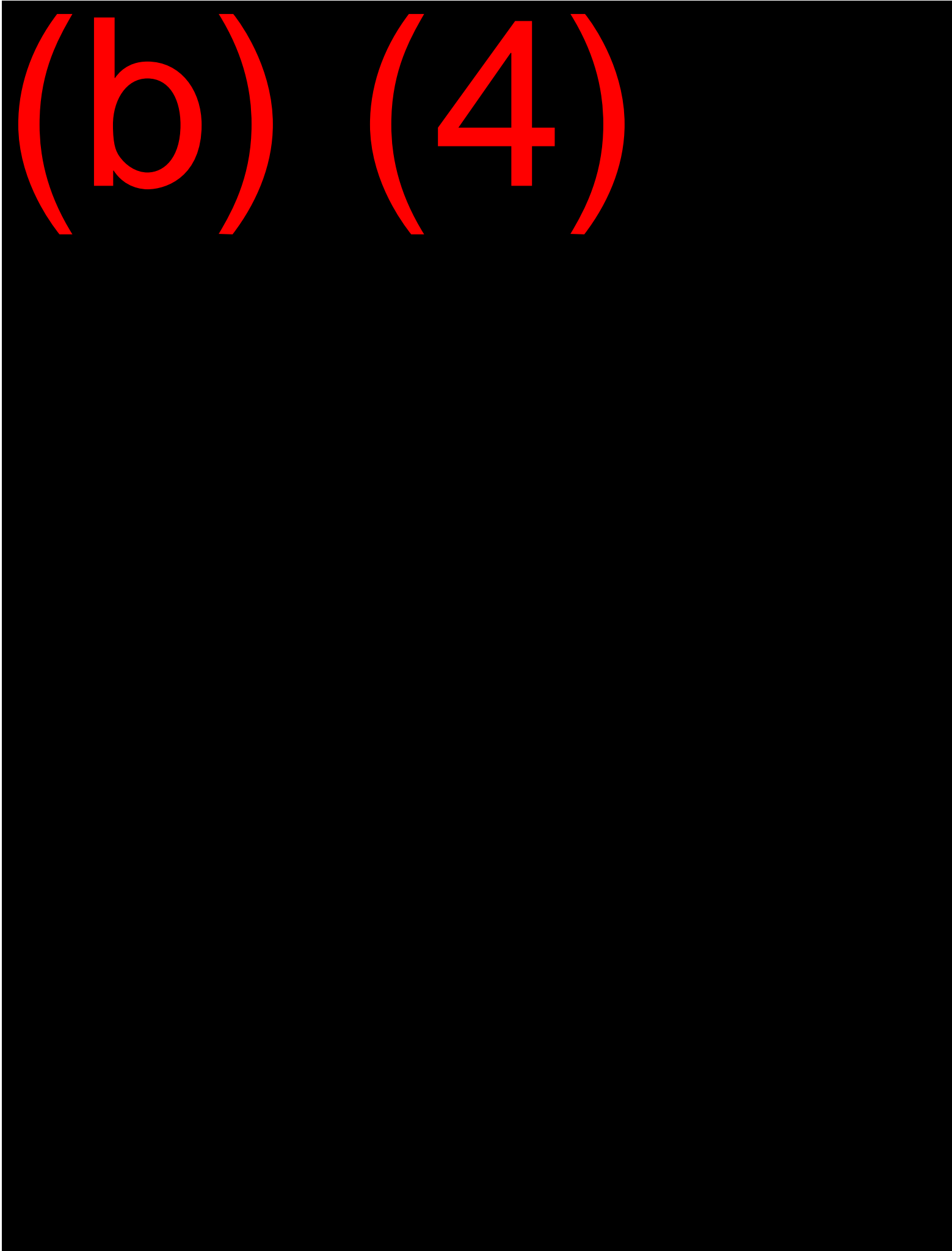
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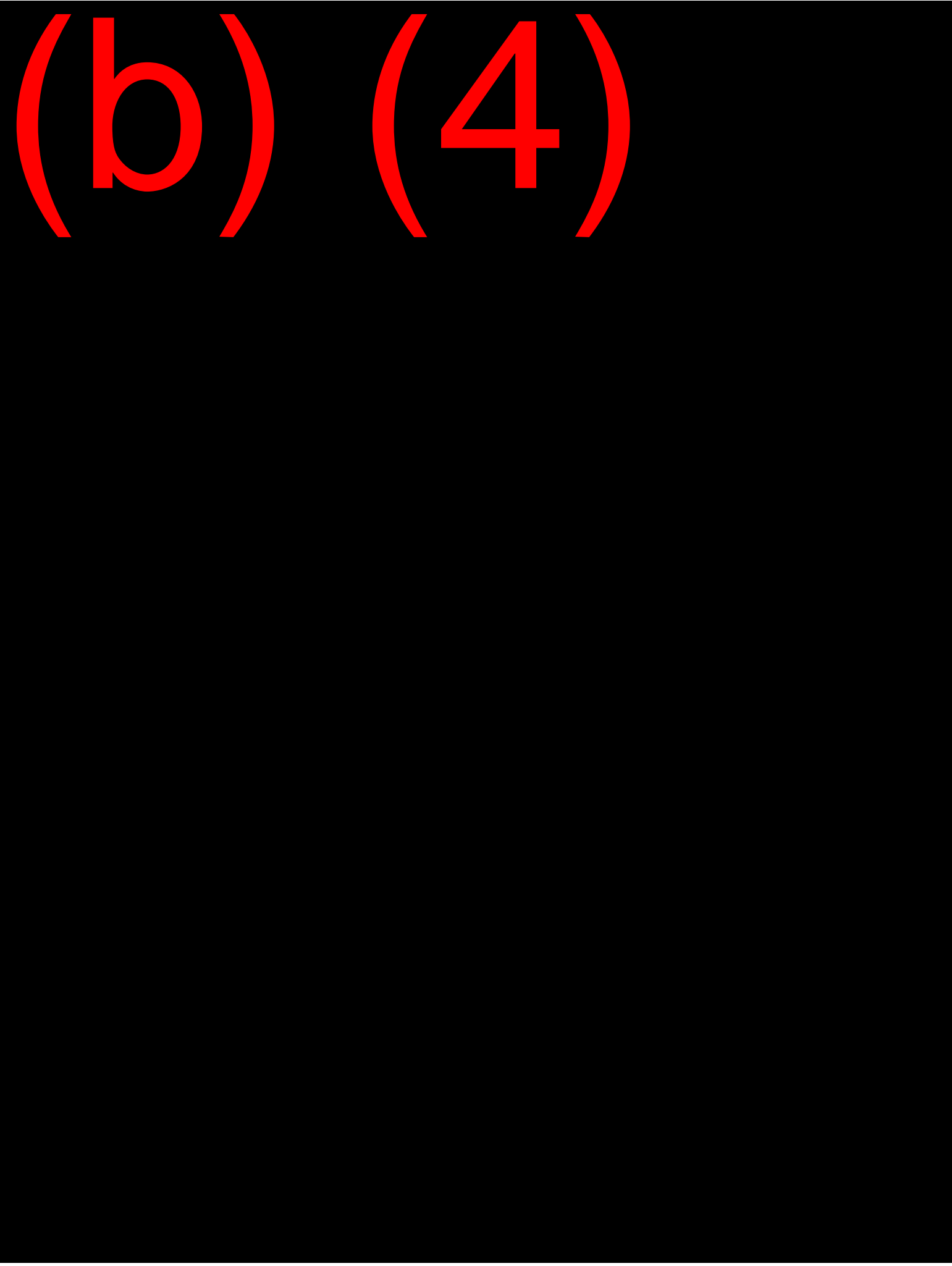
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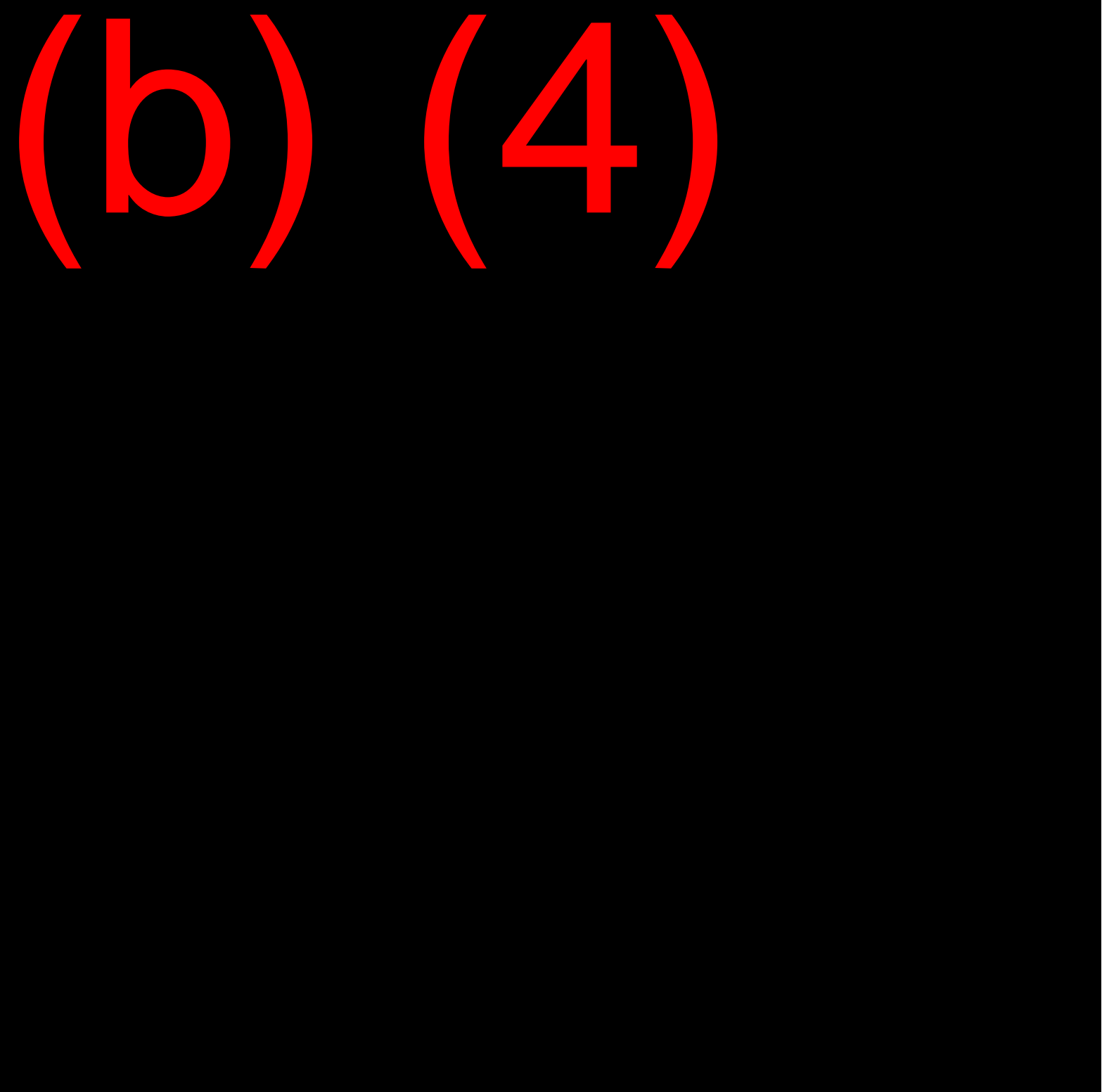
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Schedule of Values  
Building 48 Modernization

Contract No. : 47PJ0020C0081  
Contractor Name: Centerre Construction, Inc

Date:  
Report #

9-21-2022  
025

TOTAL CONTRACT

<u>CLIN</u>	<u>Description</u>	<u>Dollar Value</u>	<u>Up to Last Report</u>	<u>Since Last Report</u>	<u>Value of Materials Stored</u>	<u>Total Value of Work Complete</u>
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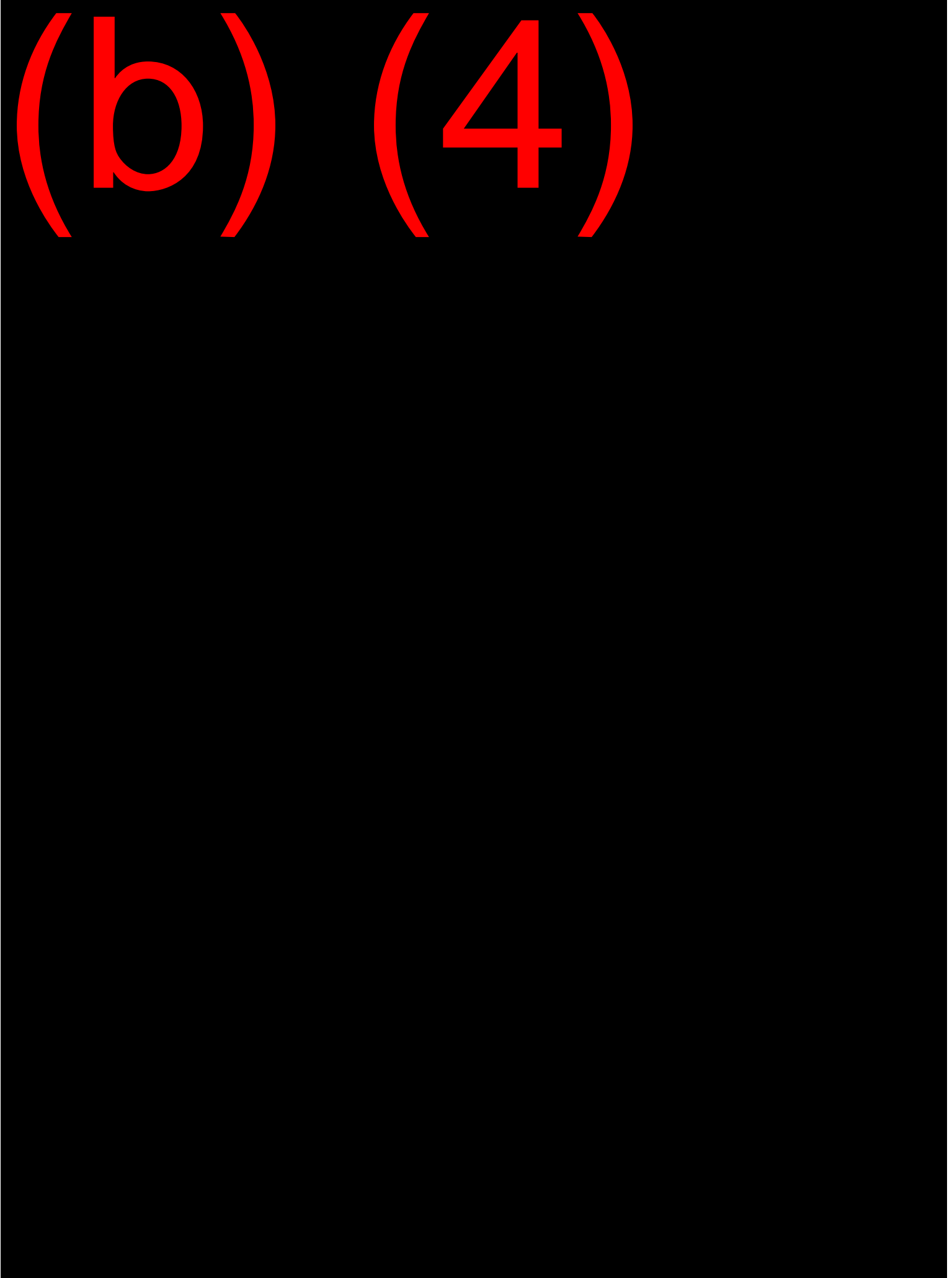
(b) (4)

Total	\$	50,777,605.50	\$	20,089,733.66	\$	1,316,093.72000	\$	-	\$	21,405,827.3800	\$	29,371,778.12
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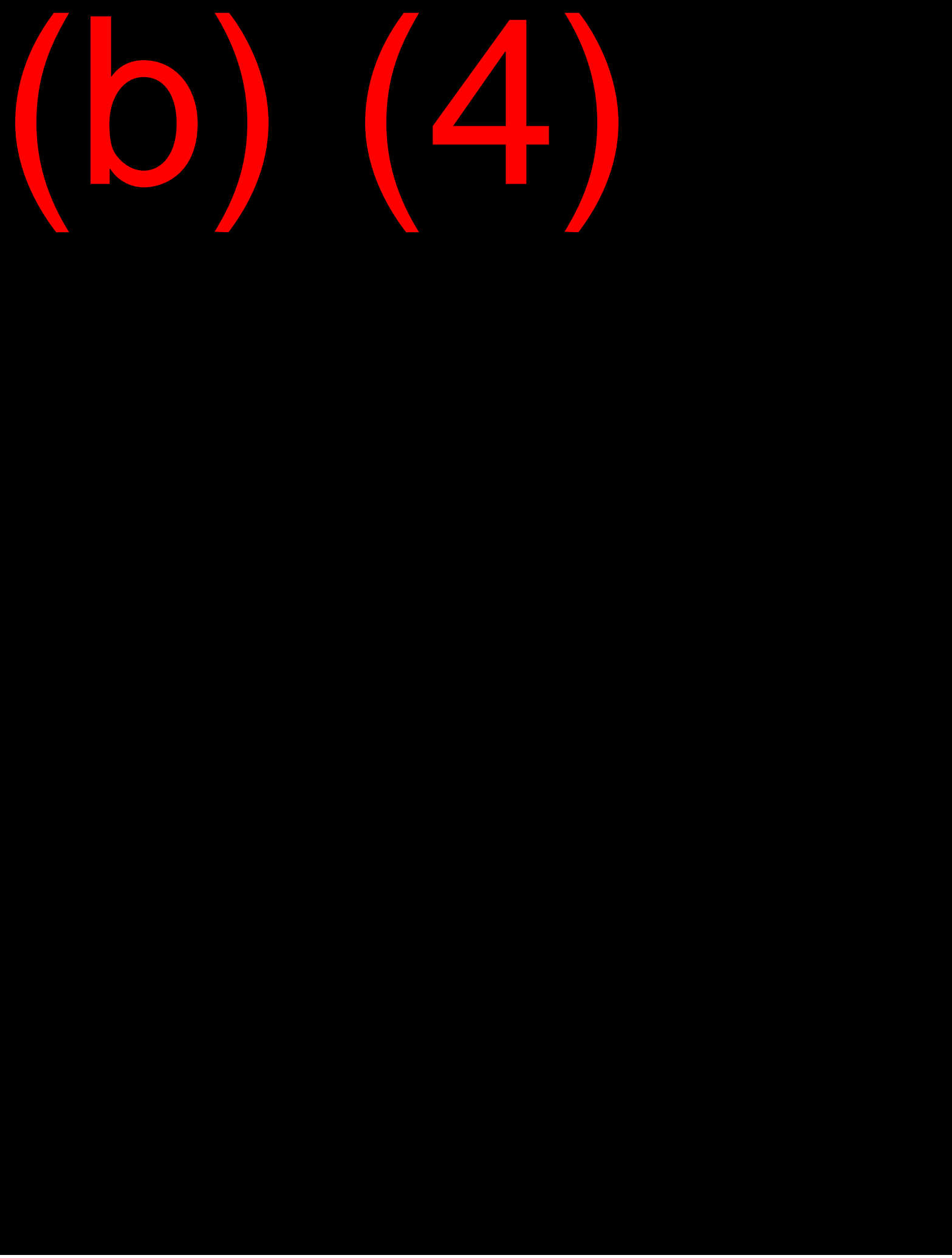
<b>CONSTRUCTION PROGRESS REPORT</b>				ADN#	Report No. 026	Date 10-25-2022
LOCATION: Denver Federal Center Lakewood, CO				CONTRACTOR: Centerre Construction, Inc		
TITLE: Building 48 Modernization						
CONTRACT NO. 47PJ0020C0081				WORK ORDER NO.:		
<b>WORK STATUS (Lines 7-20 to be completed by Government Representative)</b>						
COMPLETION DATES				PERCENT COMPLETED		
INITIAL CONTRACT \$ 48,917,850.00	REVISED CONTRACT \$50,777,605.50	EST. SUBSTANTIAL 9/8/2023	ACT. SUBSTANTIAL	THRU THIS MONTH	NORMAL TO DATE	
<b>AVG. WORK FORCE</b>		<b>PROGRESS</b>		<b>MATERIAL DELIVERY</b>		
NUMBER EMPLOYED		SATISFACTORY [ ] YES [ ] NO		SATISFACTORY [ ] YES [ ] NO		
<b>CONSTRUCTION EQUIPMENT</b>		<b>SHOP DRAWING SUBMISSION</b>		<b>SAMPLE SUBMISSION</b>		
SATISFACTORY [ ] YES [ ] NO		SATISFACTORY [ ] YES [ ] NO		SATISFACTORY [ ] YES [ ] NO		
REPORT BELOW ANY CIRCUMSTANCES WHICH MAY HAVE ADVERSELY AFFECTED THE PROGRESS SUCH AS STRIKES, WEATHER, DELAYS BY THE GOVERNMENT, ETC., INCLUDING EXPLANATION OF ANY "NO" ANSWERS GIVEN IN THE BLOCKS ABOVE.						
<b>PROGRESS PAYMENT SUMMARY</b>						
1. INITIAL CONTRACT AMOUNT				\$48,917,850.00		
2. CHANGE ORDERS (Total of Column 2, GSA Form 184-B)				\$1,859,755.50		
3. TOTAL CONTRACT AMOUNT TO DATE (Line 1 plus Line 2)				\$50,777,605.50		
4. VALUE OF WORK COMPLETED TO DATE (Total of Columns 3A and 3B of GSA Form 184-A)				\$ 23,147,896.48		
5. VALUE OF WORK COMPLETED UNDER CHANGE ORDERS (Total of Column 4, GSA Form 184-B)				\$0.00		
6. VALUE OF MATERIAL						
A. MATERIAL ON SITE			\$0.00			
B. MATERIAL IN STORAGE			\$0.00			
7. TOTAL VALUE OF MATERIALS (Line 6A plus Line 6B)				\$0.00		
8. TOTAL VALUE OF COMPLETED WORK AND MATERIALS (Sum of Lines 4, 5, and 7)				\$23,147,896.48		
9. LESS RETAINAGE				\$0.00		
10. SUBTOTAL (Line 8 minus Line 9)				\$23,147,896.48		
11. BOND PREMIUMS						
A. PAID IN PREVIOUS PAYMENTS			\$0.00			
B. TO BE PAID WITH THIS PAYMENT			\$0.00			
12. TOTAL BOND PREMIUMS (Line 11A plus Line 11B)				\$0.00		
13. SUBTOTAL (Line 10 plus Line 12)				\$23,147,896.48		
14. LESS PREVIOUS PAYMENTS				\$21,405,827.38		
15. AMOUNT OF PAYMENT THIS REPORT (Line 13 minus Line 14)				\$1,742,069.10		
SIGNATURE (For Optional Use)	DATE	CONSTRUCTION MANAGEMENT ENGINEER (Signature)		DATE		
CONSTRUCTION ENGINEER (Signature)	DATE	CHIEF, CONSTRUCTION ENGINEER (Signature)		DATE		



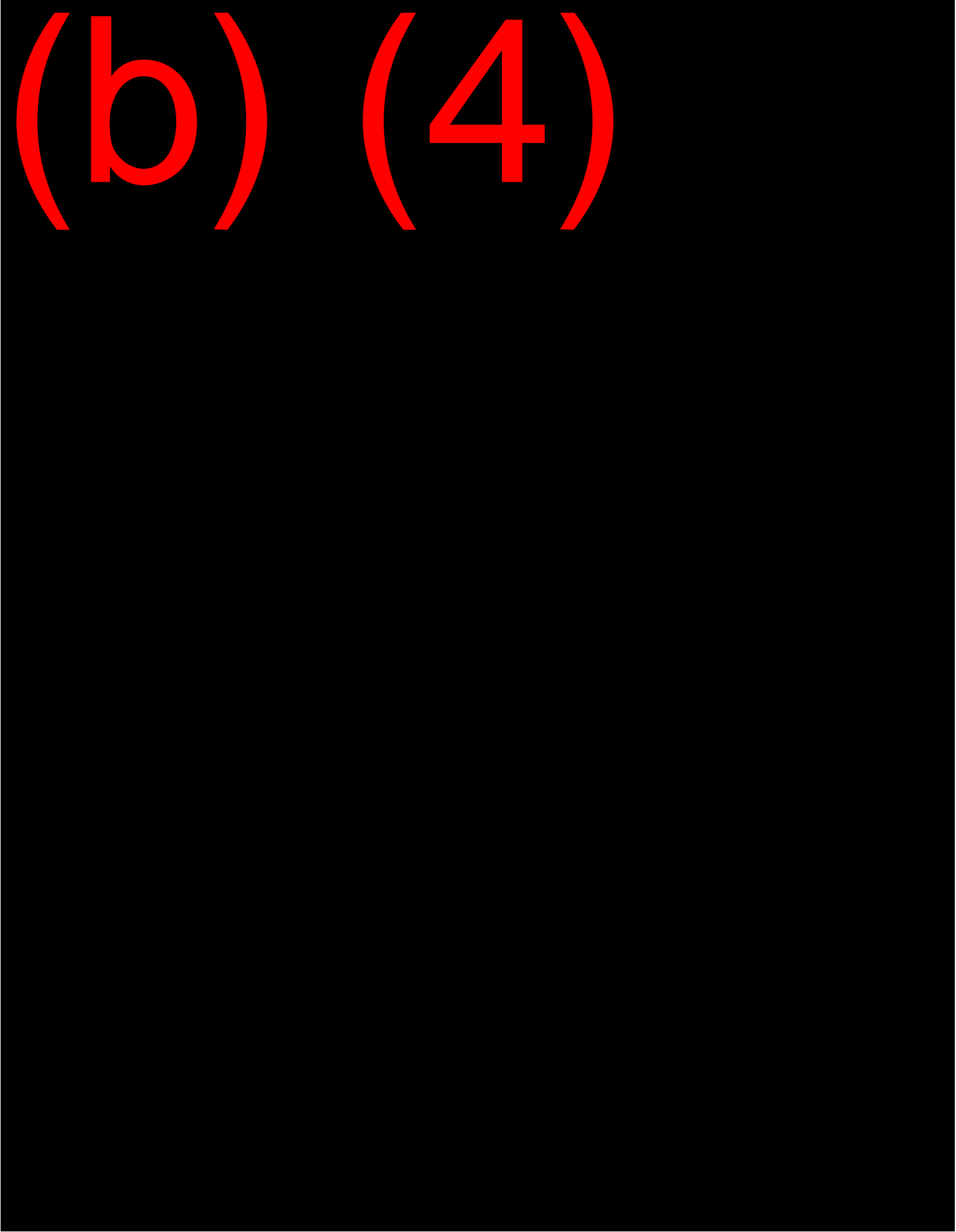
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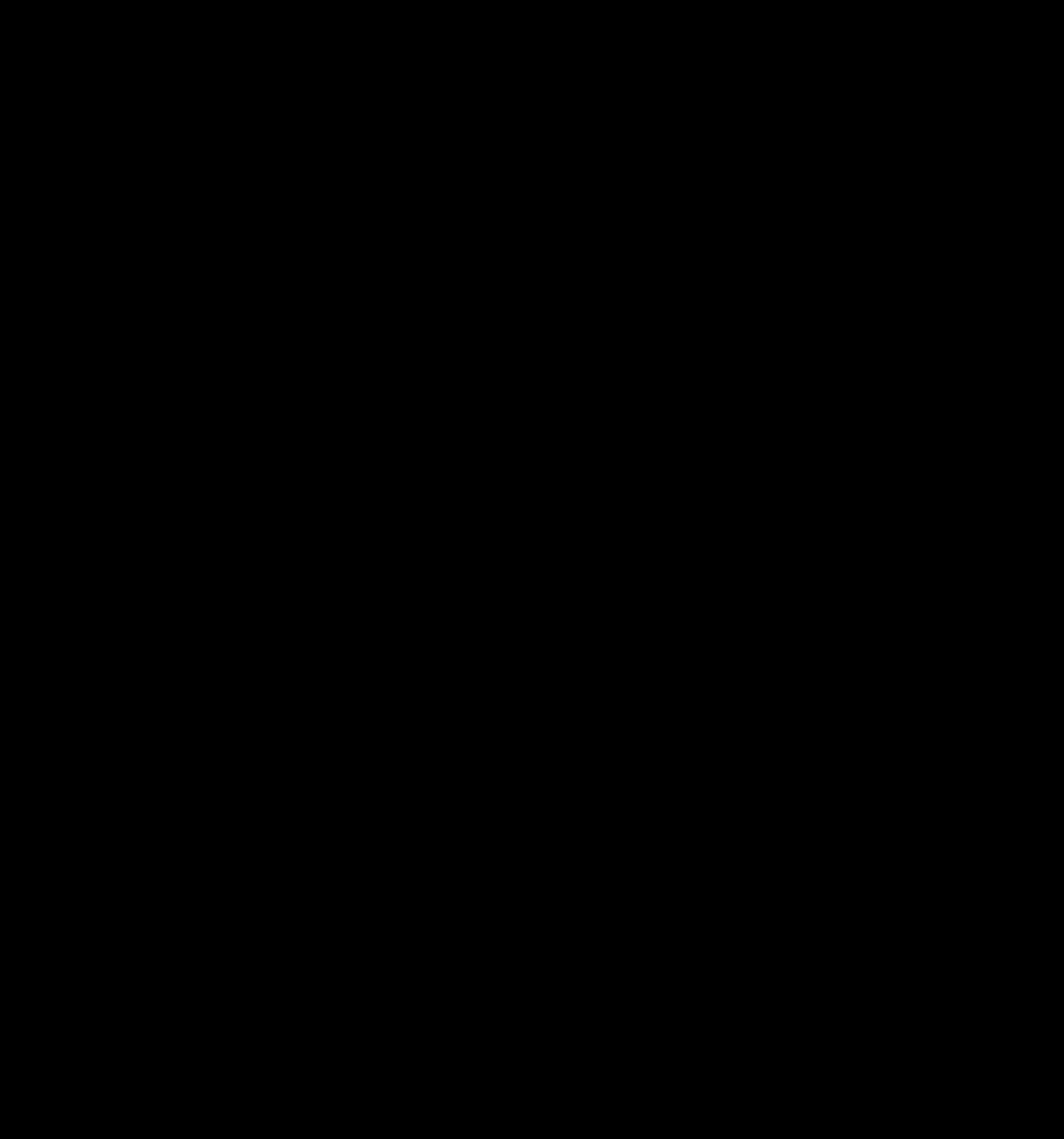
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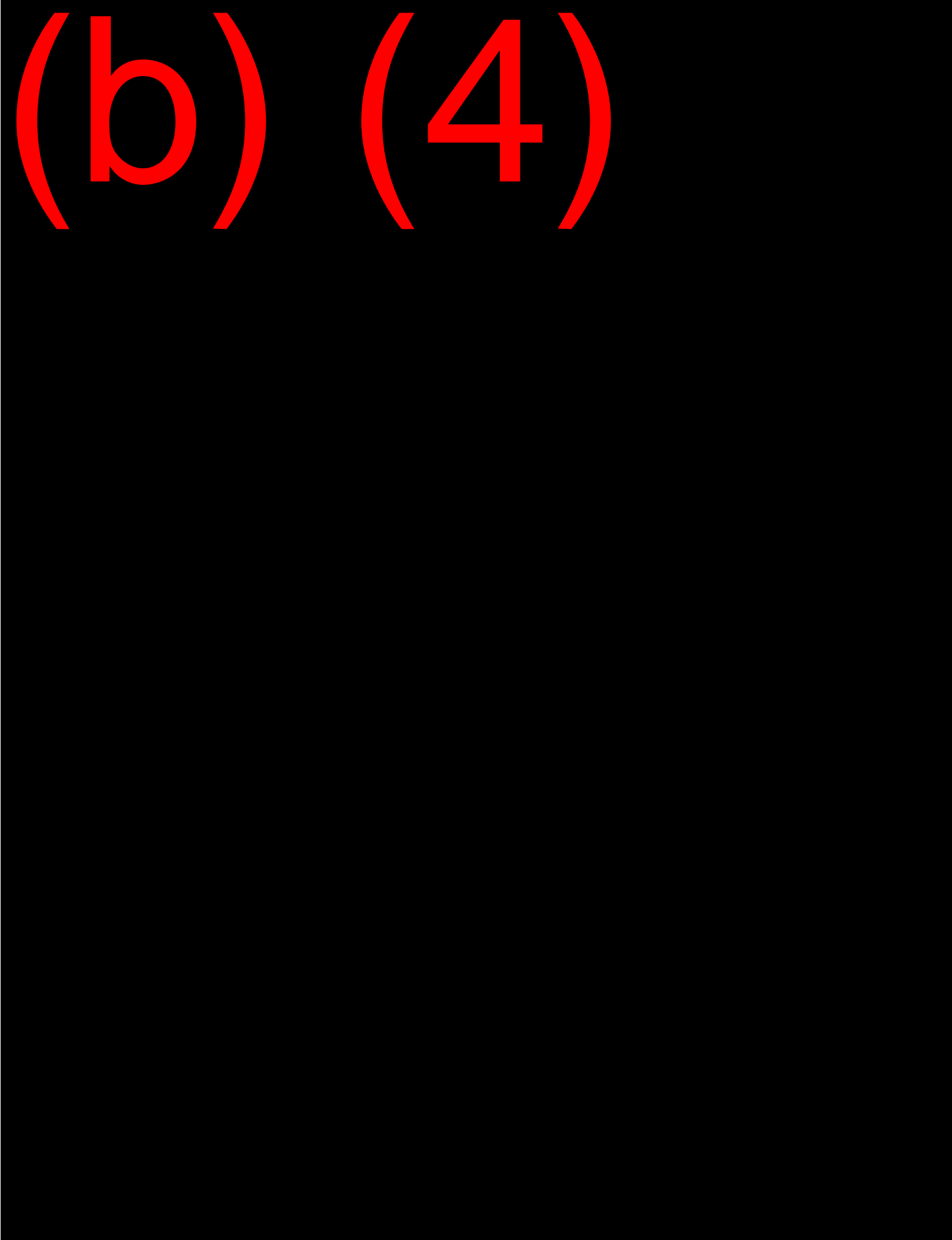
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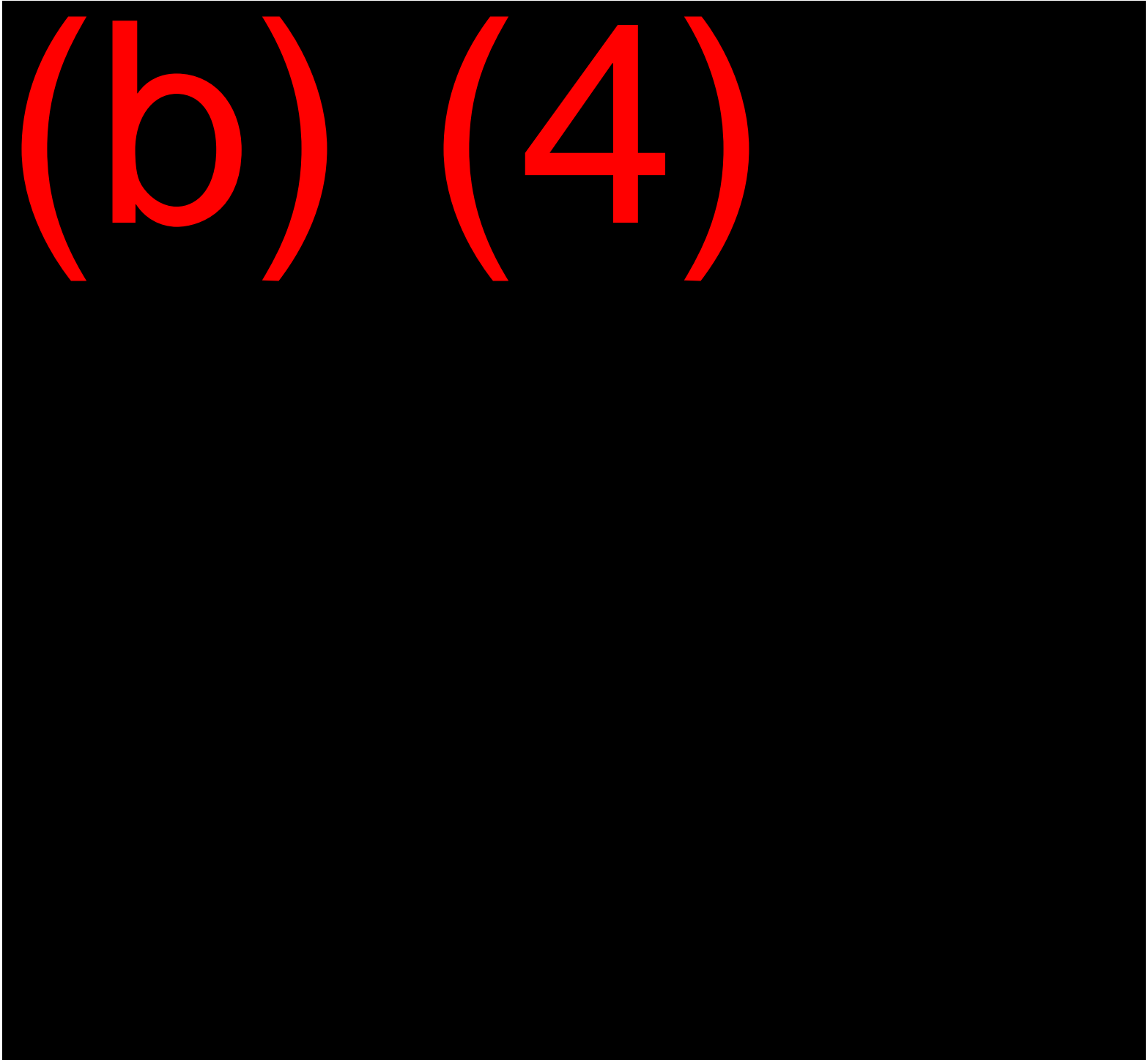


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Schedule of Values  
Building 48 Modernization

Contract No. : 47PJ0020C0081  
Contractor Name: Centerre Construction, Inc

Date:  
Report #

10-25-2022  
026

TOTAL CONTRACT

CLIN	Description	Dollar Value	Up to Last Report	Since Last Report	Value of Materials Stored	Total Value of Work Complete
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(b) (4)

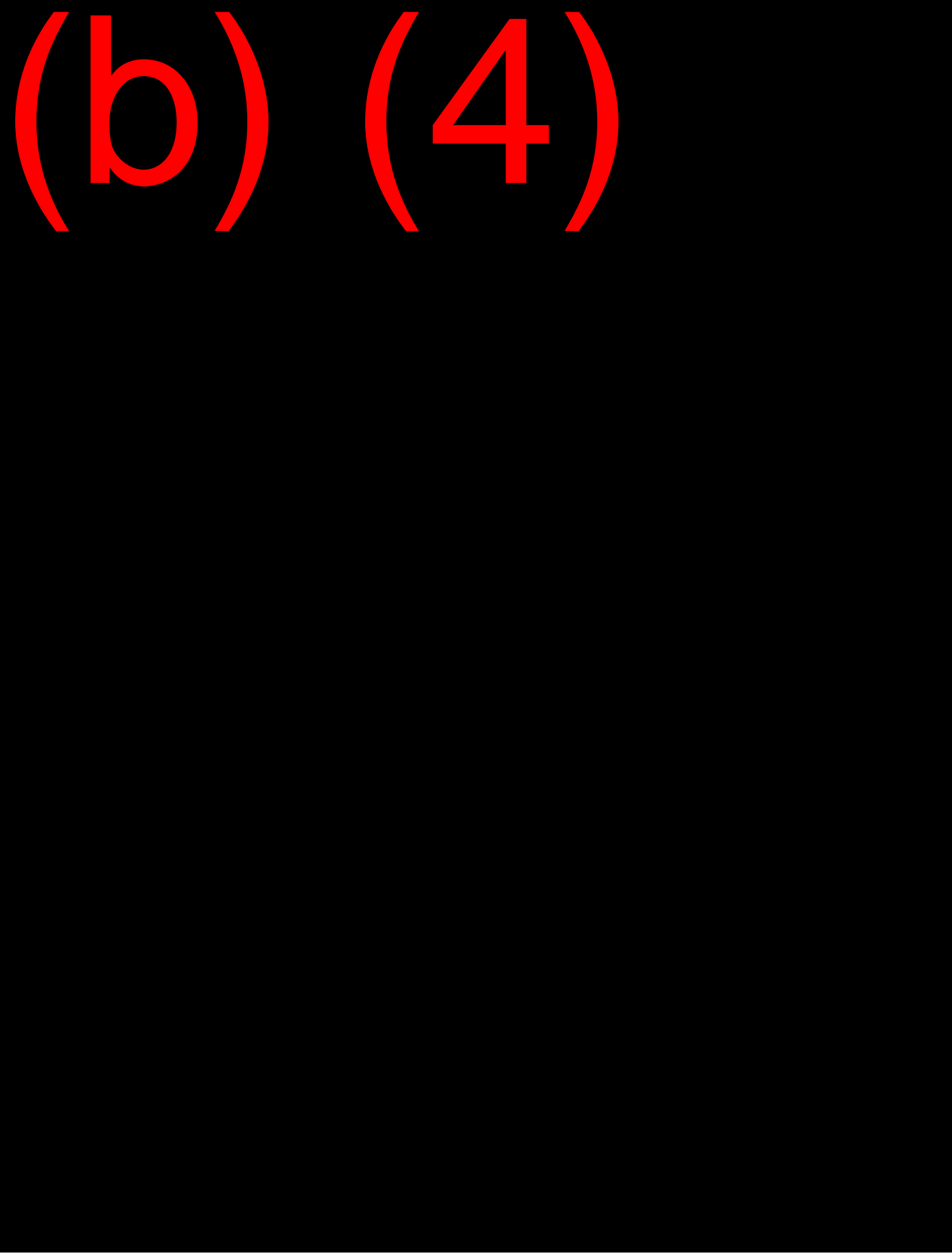
Total

\$	50,777,605.50	\$	21,405,827.38	\$	1,742,069.10000	\$	-	\$	23,147,896.4800	\$	27,629,709.02
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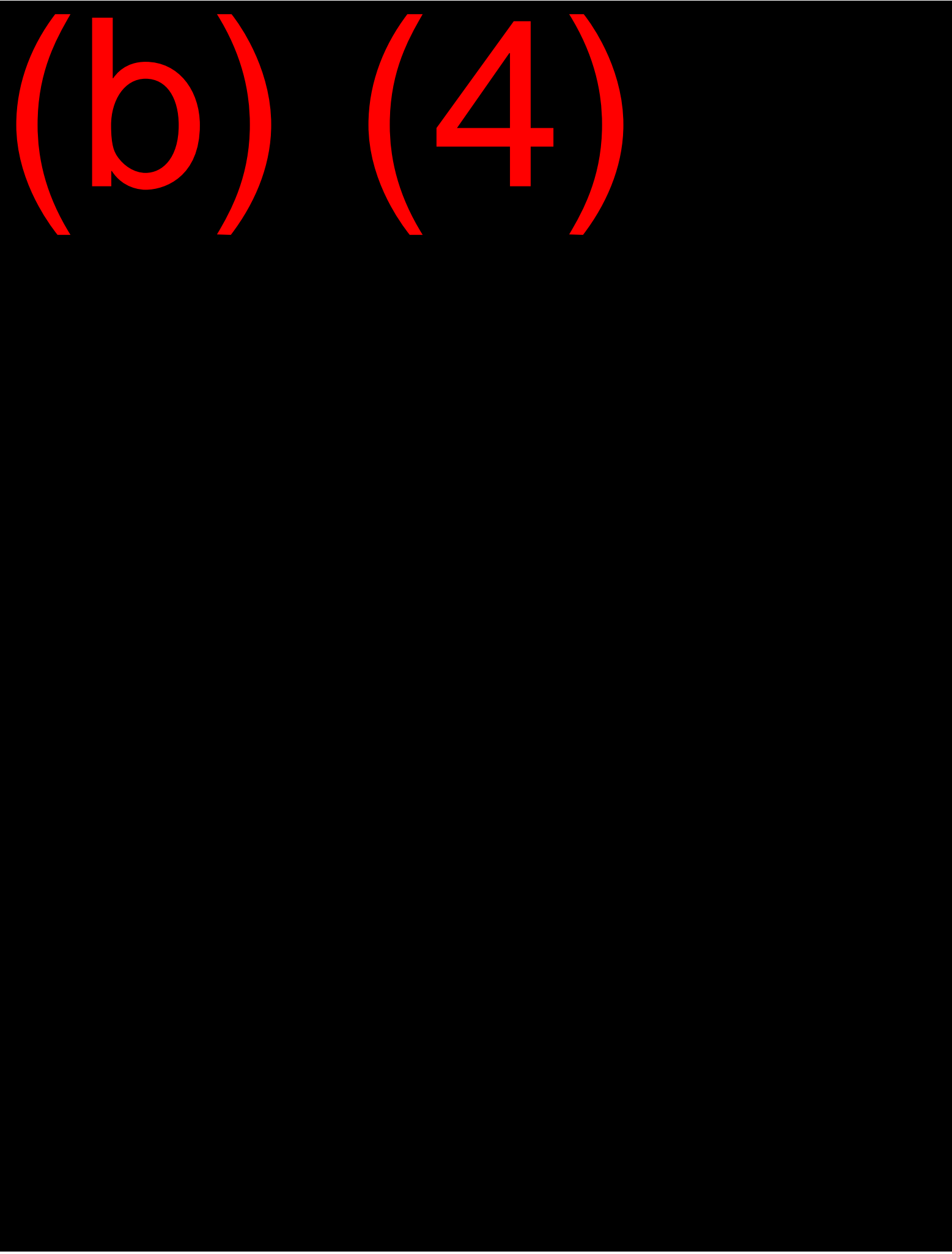
GSA FORM 184 (REV-79)

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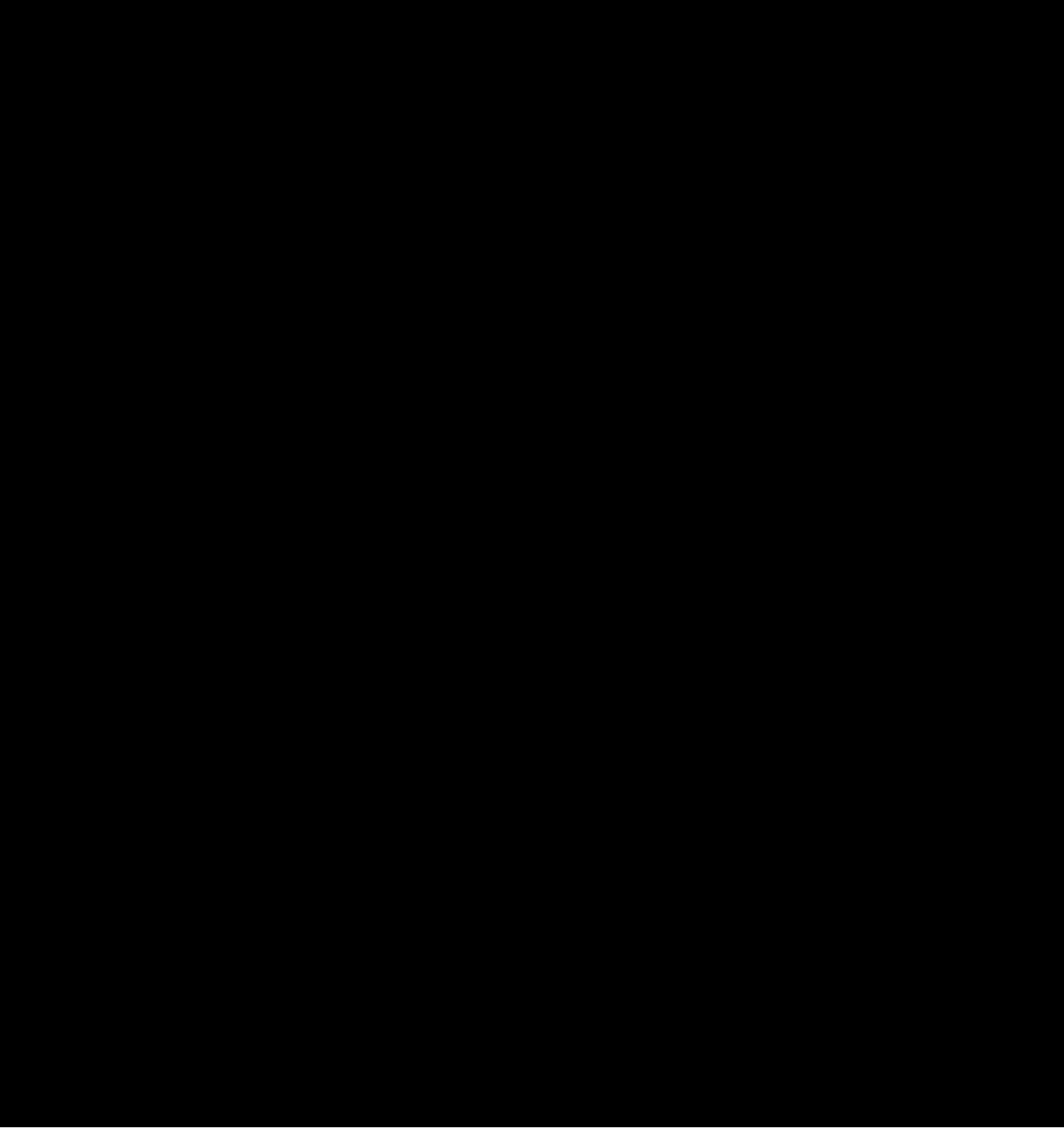


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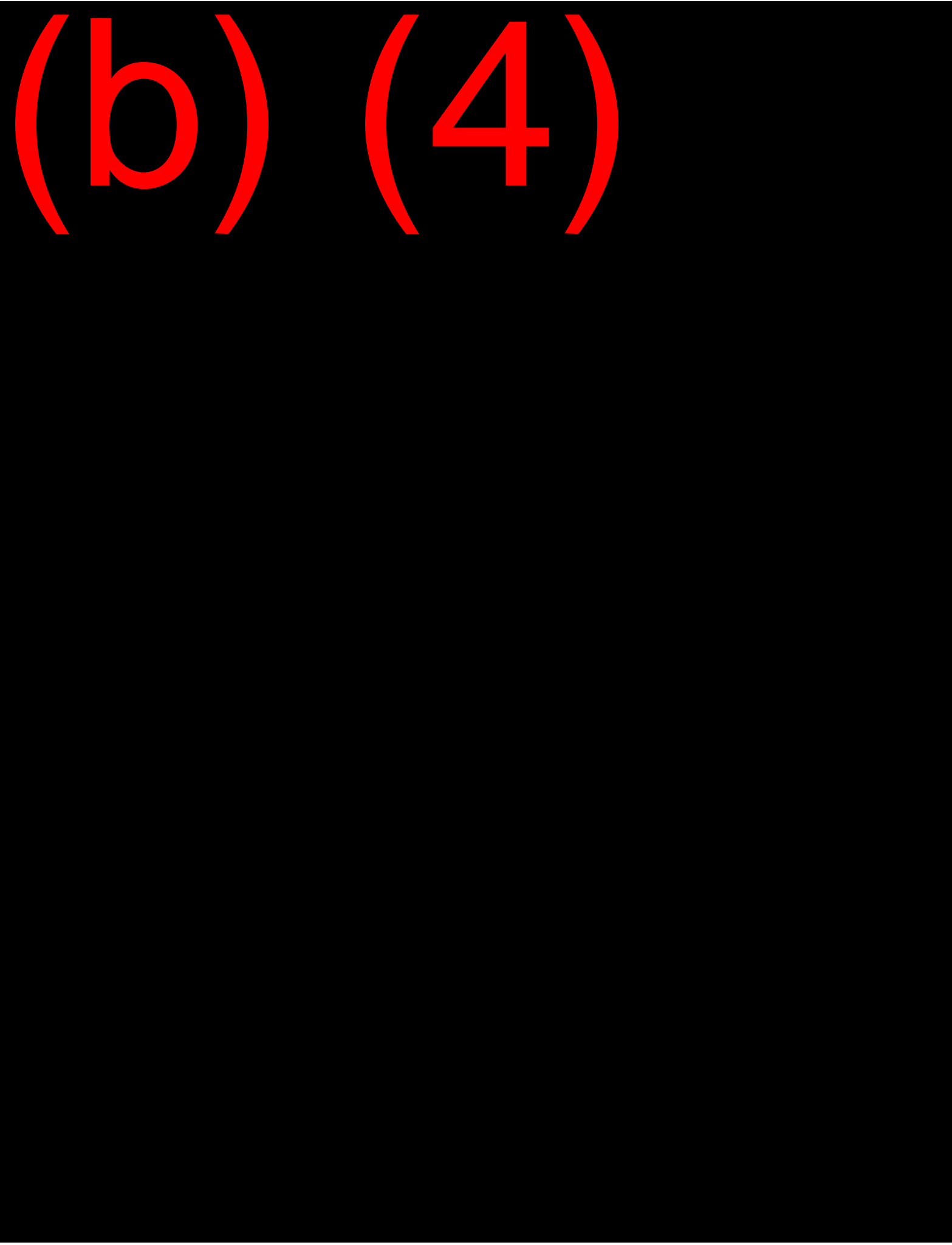
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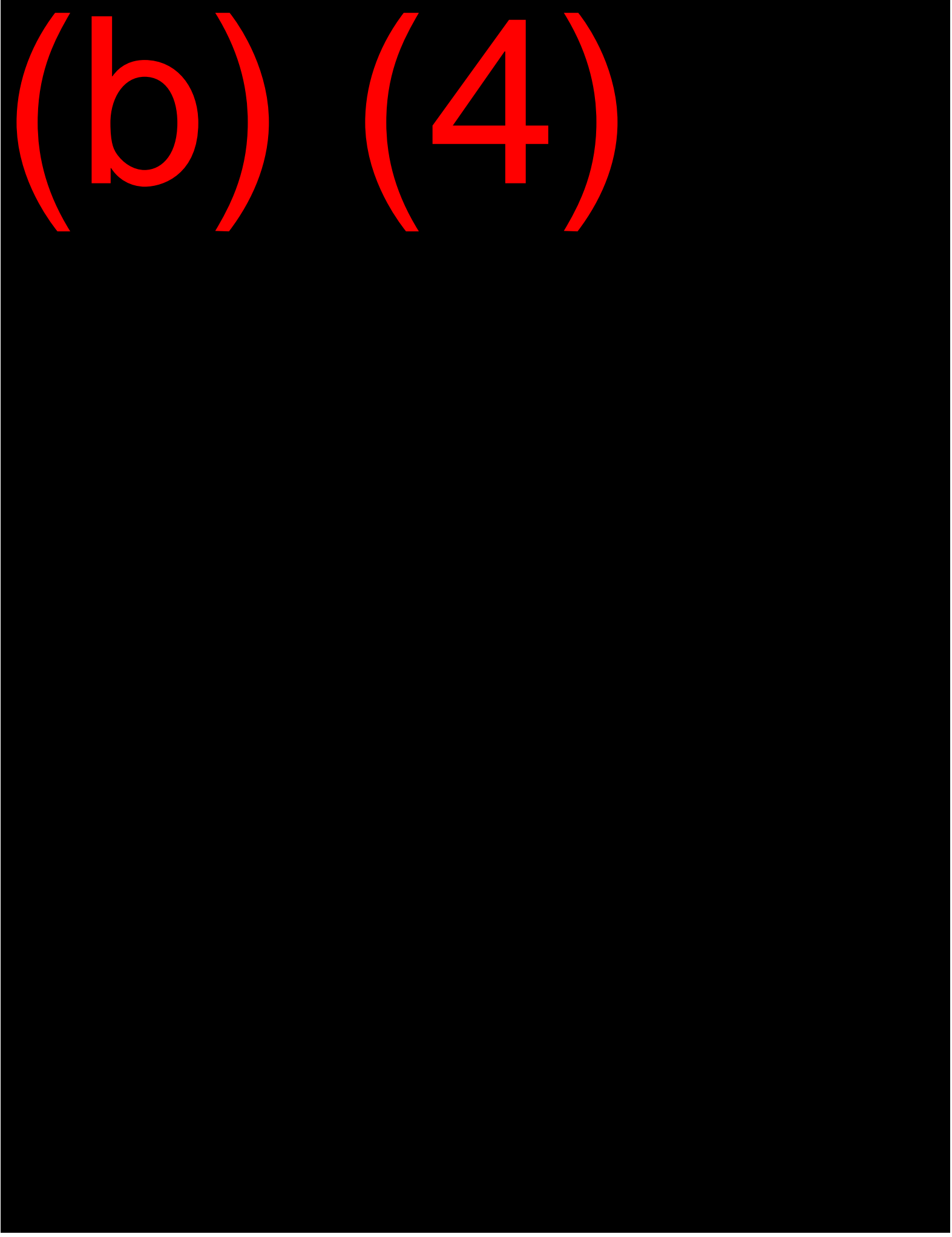




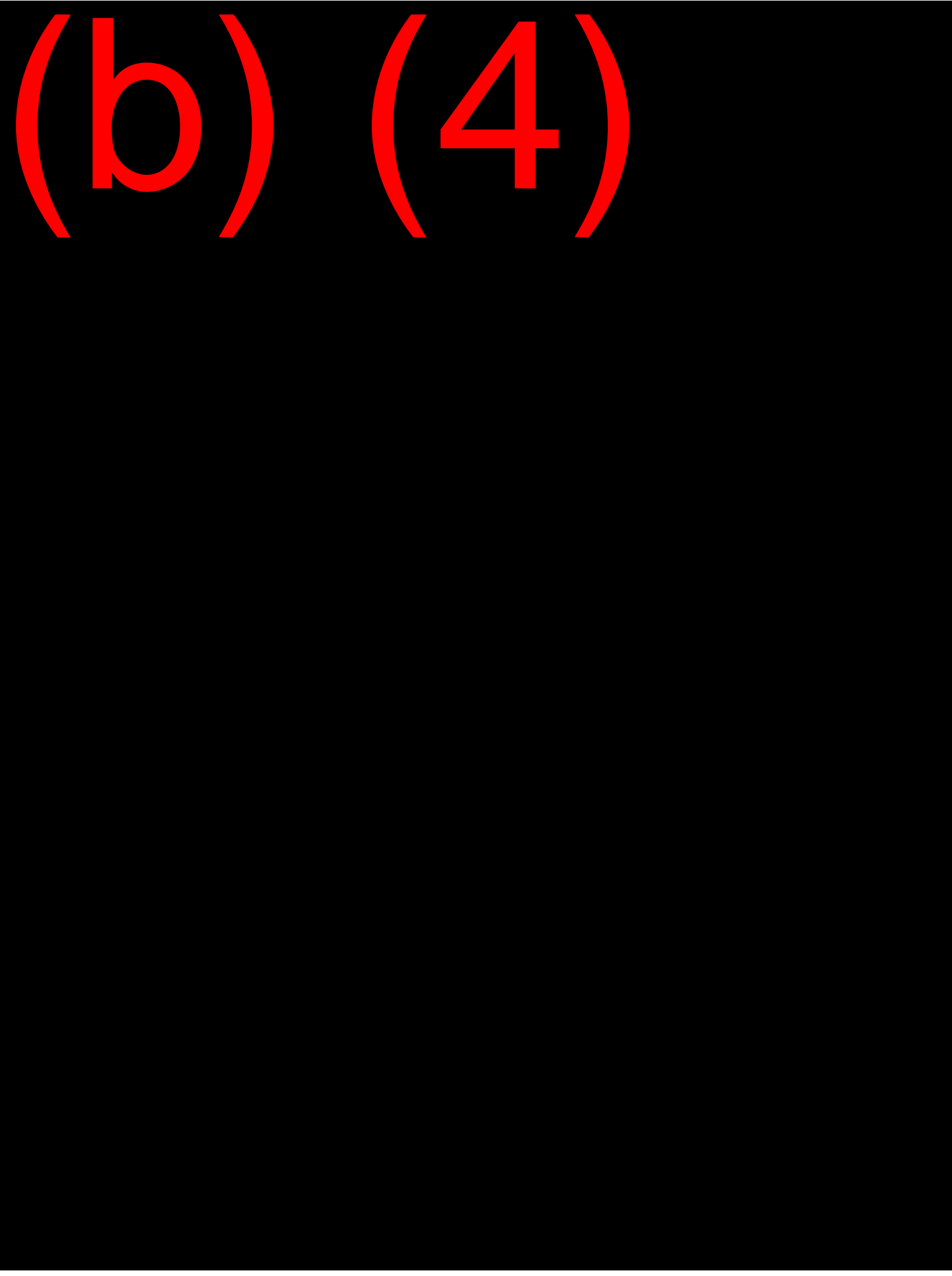
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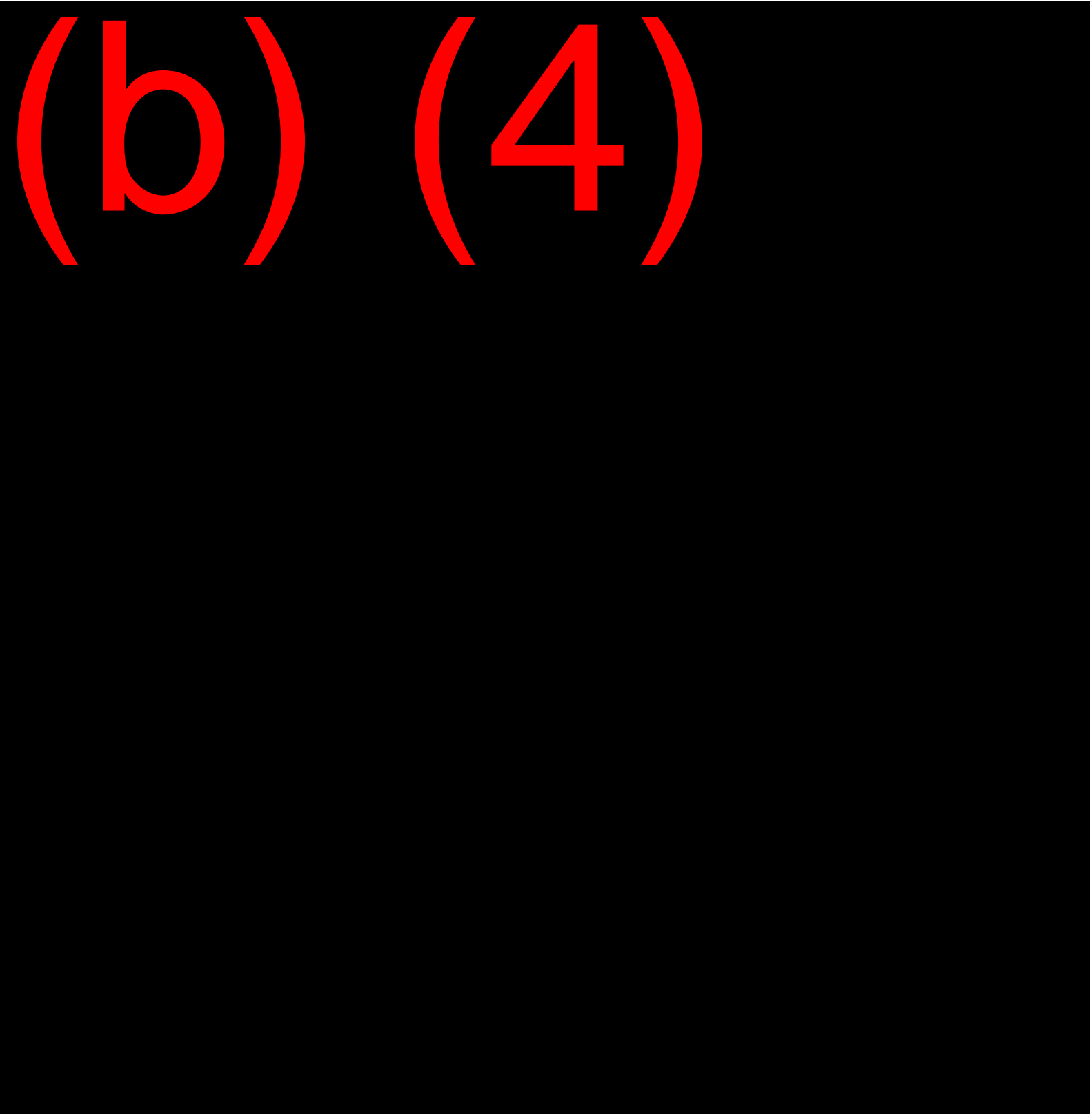


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Schedule of Values  
Building 48 Modernization

Contract No. : 47PJ0020C0081  
Contractor Name: Centerre Construction, Inc

Date:  
Report #

11/30/2022  
027

TOTAL CONTRACT

CLIN	Description	Dollar Value	Up to Last Report	Since Last Report	Value of Materials Stored	Total Value of Work Complete
(b) (4)						
Total		\$ 51,775,347.50	\$ 23,147,896.48	\$ 1,984,369.17000	\$ -	\$ 25,132,265.6500
						\$ 26,643,081.85